

CITY OF BATAVIA
100 N. Island Avenue
Batavia, IL 60510
(630) 454-2000 <http://www.cityofbatavia.net>

CITY COUNCIL AGENDA

Monday, June 6, 2016

7:30 p.m. – Council Chambers 1st Floor

1. MEETING CALLED TO ORDER
2. INVOCATION Followed By PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ITEMS REMOVED/ADDED/CHANGED
5. CONSENT AGENDA:

(The consent agenda is made up of items recommended by city staff or council subcommittees which require approval. This agenda is placed as a separate item on the overall City Council agenda. The items on the consent agenda usually have unanimous committee support and are voted on as a "package" in the interest of saving time on non-controversial issues. However, the Mayor or any council member may, by simple request, remove an item from the consent agenda to have it voted upon separately.)

Accept and Place on File

- A. Committee of the Whole Minutes for April 26, 2016
- B. 2016 Post Issuance Compliance Report (Peggy Colby 5/20/16 COW 5/31/16 11/0) GS

Approvals

- C. June 3, 2016 Payroll \$773,144.85
- D. Accounts Payable Check Register \$4,740,307.99
- E. City Council Minutes for May 2, 2016
- F. **ORDINANCE 16-35:** Amendments to the City of Batavia Zoning Code, City of Batavia, applicant (Strassman 5/19/16 COW 5/24/16 11/0) CD
- G. **APPROVAL:** Class B-5 Liquor License: Shell/108 N. Batavia Ave.
(Chf. Schira 5/17/16 COW 5/24/16 11/0)
- H. **APPROVAL:** Class B-5 Liquor License: Citgo/ 200 E. Fabyan Pkwy
(Chf. Schira 5/17/16 COW 5/24/16 11/0)
- I. **RESOLUTION 16-52-R:** Authorizing agreement with the Conservation Foundation Relating to Maintenance of Windmill Lakes Detention Basin (Andrea Podraza 5/25/16 COW 5/31/16 11/0) CS

Documents: [2016 Post Issuance Compliance Report.pdf](#), [16-06-06 AP Totals.pdf](#), [ORD 16-35 Amend Zoning Code Text.pdf](#), [Shell Liq Lic.pdf](#), [Citgo Liq Lic.pdf](#), [RES 16-52-R Conservation Foundation-Maintenance WindmillLakes.pdf](#), [CC 15-05-02M.pdf](#)

6. MATTERS FROM THE PUBLIC: (For Items NOT On The Agenda)
7. CHAMBER OF COMMERCE
8. **ORDINANCE 16-34:** Revise Title 3 Of The Batavia Municipal Code Approving The

Regulation Of Bodywork Establishments (WRM 6/3/16 COW 5/24/16 6/5) CD

Documents: [16-06-03 ORD 16-34 Bodywork Regulation.pdf](#)

9. **RESOLUTION 16-51-R: Authorizing Execution Of Task Order #6 With Rempe Sharpe For Area 2 & 3 Storm Separation For An Amount Not To Exceed \$25,975.00 (Andrea Podraza 5/26/16 COW 5/31/16 11/0) CS**

Documents: [RES 16-51-R Authorize Exec-Task Order 6--Area 2--3 Storm Separation w Rempe Sharp.pdf](#)

10. **ORDINANCE 16-20: Water Pollution Control Loan Program Authorizing Loan Agreement City Of Batavia A Home Rule Entity (Peggy Colby 5/12/16 COW 5/31/16 11/0) GS**

Documents: [ORD 16-20 Authorizing IEPA Loan Agrmt.pdf](#)

11. **APPROVAL: Class F Liquor License For Batavia Park District 2016 Windmill City Fest (Chf. Schira 5/18/16)**

Documents: [Windmill City Fest Class F LiqLic.pdf](#)

12. **APPROVAL: Appoint Staff Positions (JDS 5/25/16)**

Documents: [Staff Appoint 2016-17.pdf](#)

13. **ORDINANCE 16-33: Amending Of The Wage And Salary Ordinance For Non-Collective Bargained Employees (Wendy Bednarek 6/6/16)**

Documents: [ORD 16-33 Wage and Salaries for Non-Collectively Bargained EE.pdf](#)

14. **ADMINISTRATOR'S REPORT**

15. **COMMITTEE REPORTS**

16. **OTHER BUSINESS**

17. **MAYOR'S REPORT**

18. **CLOSED SESSION:**

- a. Acquisition of Real Property
- b. Personnel

19. **ADJOURNMENT**

Individuals with disabilities should notify the City Administrator's office at 630-454-2053 if they have a disability which will require special assistance or services and, if so, what services are required. This notification should occur as far as possible before the City-sponsored function, program, or meeting.

CITY OF BATAVIA

DATE: 05/20/16
TO: Mayor and City Council
FROM: Peggy Colby, Finance Director
RE: Post Issuance Compliance Reporting

As part of my duties as the Bond Recordkeeping Compliance Officer, I am to report annually to the City Council to attest that the City is in compliance with the tax laws and regulations in regards to the City's outstanding debt issues.

Attached is the report stating we are in compliance. This will be on the consent agenda for the COW meeting of May 31, 2016. Thank you

c. Mayor and City Council
William McGrath
File

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

POST-ISSUANCE TAX COMPLIANCE REPORT

To: City Council of the City of Batavia, Kane and DuPage Counties, Illinois

Pursuant to my responsibilities as the Compliance Officer as set forth in a Bond Record-Keeping Policy (the “*Policy*”) adopted by the City Council (the “*Corporate Authorities*”) of the City of Batavia, Kane and DuPage Counties, Illinois (the “*City*”), on the 20th day of May, 2016, I have completed review of the City’s contracts and records to determine whether the Tax Advantaged Obligations (as defined in the Policy), comply with the applicable federal tax requirements. In accordance with the proceedings and agreements under which the Tax Advantaged Obligations were issued, the City has covenanted generally to take all action necessary to comply with the applicable federal tax rules and regulations relating to the Tax Advantaged Obligations, including covenants necessary to preserve the excludability of interest on the Tax Advantaged Obligations from gross income for federal income taxation purposes. The following sets forth a summary demonstrating the City’s compliance with such covenants and expectations.

(a) *Records.* I have in my possession all of the records required under the Policy.

(b) *Arbitrage Rebate Liability.* I have reviewed the agreements of the City with respect to each issue of the Tax Advantaged Obligations. At this time, the City does not have any rebate liability to the U.S. Treasury.

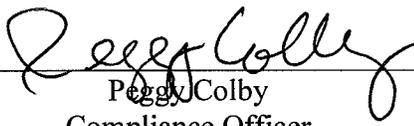
(c) *Contract Review.* I have reviewed copies of all contracts and agreements of the City, including any leases, with respect to the use of any property owned by the City and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations and other records. At this time, each issue of the Tax Advantaged Obligations complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans.

(d) *IRS Examinations or Inquiries.* The Internal Revenue Service (the "IRS") has not commenced an examination of any issue of the Tax Advantaged Obligations. The IRS has not requested a response to a compliance check, questionnaire or other inquiry.

Based upon the foregoing, I believe that the City is currently in compliance with the applicable tax law requirements and no further action is necessary at this time

This report will be entered into the records of the City and made available to all members of the Corporate Authorities at the next regular meeting thereof.

Respectfully submitted this 20th day of May, 2016

By 
Peggy Colby
Compliance Officer

SUNGARD PENTAMATION
 DATE: 06/01/2016
 TIME: 14:30:49

CITY OF BATAVIA
 CHECK REGISTER - BY FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20160516 00:00:00.000' and '20160603 00:00:00.000' and transact.fund between '10' a
 ACCOUNTING PERIOD: 6/16

FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	193723 V	04/22/16	14281	JOHN LUCAS	1012	6207	DJ SERVICES	0.00	-250.00
1020	193965 V	05/13/16	10414	KON PRINTING, INC.	1019	6230	ENVELOPES	0.00	-290.96
1020	194018	05/20/16	10010	ABE & DOC'S SERVICE	1031	6310	OIL CHANGE #87	0.00	32.50
1020	194018	05/20/16	10010	ABE & DOC'S SERVICE	1031	6310	RPL BAD BRAKE LIGHT	0.00	181.39
TOTAL CHECK									213.89
1020	194020	05/20/16	17782	ALPHA BUILDING MAIN	1045	6315	MAY16 JANITORIAL SV	0.00	325.00
1020	194021	05/20/16	10048	ANDERSON PEST CONTR	1016	6315	PEST CONTROL SVCS	0.00	65.71
1020	194022	05/20/16	10558	AT & T	1016	6250	ACT# 051 564 5242 0	0.00	57.76
1020	194024	05/20/16	10992	CHICAGO CONTRACTOR'	1045	6264	LUTE, ASPHALT 42"	0.00	60.00
1020	194025	05/20/16	17642	CITADEL LOCK AND SE	1016	6315	MORTISE LOCK W/TRIM	0.00	463.00
1020	194027	05/20/16	17788	CLARK BAIRD SMITH L	1012	6358	LEGAL SERVICES	0.00	211.25
1020	194028	05/20/16	17696	CLASSIC LANDSCAPE L	1045	6355	APRIL-LAWN MAINT	0.00	6,863.75
1020	194030	05/20/16	10157	COMMUNICATIONS DIRE	1045	6237	ALTERNATOR MAINT	0.00	73.00
1020	194031	05/20/16	10400	DAILY HERALD	1013	6245	ANNEX HEARING NOTIC	0.00	69.00
1020	194033	05/20/16	10457	EJ EQUIPMENT INC	1045	6233	TELESCOPING WANDS	0.00	114.20
1020	194035	05/20/16	10184	FEECE OIL CO	10	1275	1000GAL BIODIESEL	0.00	1,878.90
1020	194037	05/20/16	15861	GREEN THUMB~BROWN B	1013	6355	WEED/GRASS ABATEMEN	0.00	70.00
1020	194039	05/20/16	17827	HIPP TEMPORARY STAF	1013	6355	TEMP-L. SCARDAMAGLI	0.00	459.00
1020	194040	05/20/16	14806	HIPSKIND	1018	6375	VMWARE RENEWAL	0.00	4,125.00
1020	194041	05/20/16	10249	INITIAL IMPRESSIONS	1031	6255	EMBROIDERY SERVICES	0.00	15.00
1020	194043	05/20/16	10613	KANE COUNTY RECORDE	1017	6355	RECORDING FEES	0.00	47.00
1020	194043	05/20/16	10613	KANE COUNTY RECORDE	1013	6288	RECORDING FEES	0.00	133.00
TOTAL CHECK									180.00
1020	194044	05/20/16	16990	KENDALL HILL NURSER	1045	6357	BOXWOOD BUSHES/TREE	0.00	1,789.50
1020	194045	05/20/16	12922	MARK KOWALEWSKI	1031	6255	TACTICAL RIFLE	0.00	820.00
1020	194046	05/20/16	15684	MICHELLE LANGSTON	1031	6210	TRAINING LUNCHES	0.00	26.12
1020	194047	05/20/16	10631	LAUTERBACH & AMEN,	1031	6355	PD ACTUARY REPORT	0.00	3,750.00
1020	194047	05/20/16	10631	LAUTERBACH & AMEN,	1032	6355	FD ACTUARY REPORT	0.00	3,750.00
TOTAL CHECK									7,500.00

SUNGARD PENTAMATION
 DATE: 06/01/2016
 TIME: 14:30:49

CITY OF BATAVIA
 CHECK REGISTER - BY FUND

PAGE NUMBER: 2
 ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20160516 00:00:00.000' and '20160603 00:00:00.000' and transact.fund between '10' a
 ACCOUNTING PERIOD: 6/16

FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194048	05/20/16	10838	ERIC MATHEWSON	1031	6247	RANGE EQUIP/SUPPLIE	0.00	84.95
1020	194049	05/20/16	10836	SHAWN MAZZA	1031	6239	DINNER-INVESTIGATIO	0.00	54.27
1020	194050	05/20/16	10280	MENARDS	1045	6264	GREEN TREATED LUMBE	0.00	6.79
1020	194050	05/20/16	10280	MENARDS	1045	6264	MISC SUPPLIES	0.00	79.77
1020	194050	05/20/16	10280	MENARDS	1045	6264	FILL AND SEAL	0.00	2.99
1020	194050	05/20/16	10280	MENARDS	1045	6264	ZIPLOC BAGS	0.00	11.88
TOTAL CHECK								0.00	101.43
1020	194052	05/20/16	10332	MID AMERICAN WATER,	1045	6240	PVC PIPE/LUBRICANT	0.00	696.50
1020	194054	05/20/16	14285	OFFICE DEPOT	1045	6230	MISC OFFICE SUPPLIE	0.00	12.35
1020	194055	05/20/16	10787	THE OLD DOMINION BR	1045	6233	HOSE/HOSE CLAMP	0.00	836.72
1020	194056	05/20/16	15495	PACE SUBURBAN BUS S	1010	6363	FEB 2016 RIDE IN KA	0.00	7,905.40
1020	194058	05/20/16	10460	JANA CRISCI - PETTY	1045	6225	CERTIFIED MAIL	0.00	6.47
1020	194058	05/20/16	10460	JANA CRISCI - PETTY	1031	6255	FLASHLIGHT BATTERIE	0.00	10.63
1020	194058	05/20/16	10460	JANA CRISCI - PETTY	1013	6355	MOSQUITO ABATE SPLY	0.00	14.22
1020	194058	05/20/16	10460	JANA CRISCI - PETTY	1010	6259	MISC SPLYS-JEANETTE	0.00	59.00
1020	194058	05/20/16	10460	JANA CRISCI - PETTY	1010	6211	MILEAGE-MAYOR	0.00	18.70
TOTAL CHECK								0.00	109.02
1020	194061	05/20/16	10364	RANDALL PRESSURE SY	1045	6264	MISC SUPPLIES	0.00	28.67
1020	194063	05/20/16	10363	SAFETY-KLEEN SYSTEM	1045	6286	USED OIL FILTERS	0.00	118.46
1020	194065	05/20/16	10619	SECRETARY OF STATE	1031	6310	PLATE RENEWAL #76	0.00	101.00
1020	194066	05/20/16	17146	SERVICEMASTER OF GE	1013	6355	PROPERTY CLEAN UP	0.00	150.00
1020	194069	05/20/16	16581	SITEONE LANDSCAPE S	1045	6264	IRRIGATION SUPPLIES	0.00	446.01
1020	194069	05/20/16	16581	SITEONE LANDSCAPE S	1045	6264	IRRIGATION SUPPLIES	0.00	156.53
1020	194069	05/20/16	16581	SITEONE LANDSCAPE S	1045	6264	IRRIGATION SUPPLIES	0.00	24.05
TOTAL CHECK								0.00	626.59
1020	194070	05/20/16	10367	STANDARD EQUIPMENT	1045	6233	HOSE CONN/CYL-AIR/A	0.00	1,654.89
1020	194071	05/20/16	10345	STEINER ELECTRIC CO	1016	6315	MISC SUPPLIES	0.00	49.43
1020	194073	05/20/16	16787	SYMANTEC	1018	6355	E-MAIL ANTI-VIRUS	0.00	5,184.00
1020	194074	05/20/16	10501	TRAFFIC CONTROL & P	1045	6240	ALUMINUM BLANKS	0.00	258.00
1020	194074	05/20/16	10501	TRAFFIC CONTROL & P	1045	6240	STOP FOR PED SIGN	0.00	674.40
TOTAL CHECK								0.00	932.40
1020	194075	05/20/16	13760	TYLER MEDICAL SERVI	1012	6203	HEPATITIS B INJECTI	0.00	100.00
1020	194075	05/20/16	13760	TYLER MEDICAL SERVI	1012	6203	RANDOM PROGRAM	0.00	225.00
TOTAL CHECK								0.00	325.00

SUNGARD PENTAMATION
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CITY OF BATAVIA
 CHECK REGISTER - BY FUND

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 ACCOUNTING PERIOD: 6/16

FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194077	05/20/16	16107	WALDSCHMIDT & ASSOC	1045	6355	WEEKLY MOWING	0.00	237.38
1020	194077	05/20/16	16107	WALDSCHMIDT & ASSOC	1045	6355	WEEKLY MOWING	0.00	2,275.36
1020	194077	05/20/16	16107	WALDSCHMIDT & ASSOC	1045	6357	PLANTING OF BUSHES	0.00	480.00
TOTAL CHECK									2,992.74
1020	194078	05/20/16	10371	WELDSTAR COMPANY	1045	6240	STL CYL/SPEC GAS	0.00	152.40
1020	194079	05/20/16	10273	WHOLESALE DIRECT IN	1045	6233	MISC SUPPLIES	0.00	126.07
1020	194081	05/20/16	10016	ACCURATE TANK TECHN	10	1270	OPW TANK GAUGE SYS	0.00	8,894.00
1020	194082	05/20/16	10047	AMSOIL INC	1045	6264	SYNTHETIC OIL	0.00	580.41
1020	194083	05/20/16	10045	AT & T	1016	6250	630 482-9587 434 7	0.00	108.11
1020	194083	05/20/16	10045	AT & T	1016	6250	630 406-1981 953 4	0.00	235.60
1020	194083	05/20/16	10045	AT & T	1016	6250	630 406-8304 249 2	0.00	324.29
TOTAL CHECK									668.00
1020	194084	05/20/16	13583	AVALON PETROLEUM CO	10	1275	1700GAL BIODIESEL	0.00	2,907.00
1020	194084	05/20/16	13583	AVALON PETROLEUM CO	10	1275	5200GAL UNLEADED FU	0.00	9,490.00
TOTAL CHECK									12,397.00
1020	194085	05/20/16	14241	BACKGROUNDS ONLINE	1012	6204	BACKGROUND CHECKS	0.00	69.95
1020	194085	05/20/16	14241	BACKGROUNDS ONLINE	1031	6201	BACKGROUND CHECKS	0.00	98.00
TOTAL CHECK									167.95
1020	194086	05/20/16	15666	CALL ONE	1016	6250	ACT# 1210277-112603	0.00	987.12
1020	194087	05/20/16	11224	DUPAGE TOPSOIL, INC	1045	6240	PULV TOPSOIL	0.00	320.00
1020	194088	05/20/16	10183	FEDERAL EXPRESS	1017	6225	SHIPPING SERVICES	0.00	16.67
1020	194089	05/20/16	10590	FIREGROUND SUPPLY I	1032	6255	MISC UNIFORMS	0.00	153.55
1020	194094	05/20/16	12171	INNOVATIVE MECHANIC	1016	6315	PROGRAMMED DAMPERS	0.00	152.50
1020	194095	05/20/16	13571	INSIGHT PUBLIC SECT	1018	6375	BACKUP EXEC MAINT	0.00	2,015.70
1020	194096	05/20/16	11404	INTERSTATE BATTERY	1045	6233	31-MHD	0.00	223.90
1020	194097	05/20/16	11099	KANE COUNTY TREASUR	1010	6355	PROPERTY TAXES	0.00	16.06
1020	194098	05/20/16	11099	KANE COUNTY TREASUR	1010	6355	PROP TAXES/BACK TAX	0.00	94.81
1020	194105	05/20/16	15326	OFFICE DEPOT	1031	6230	PAID STAMP	0.00	23.98
1020	194106	05/20/16	12115	P.F. PETTIBONE & CO	1031	6225	SHIPPING	0.00	15.45
1020	194106	05/20/16	12115	P.F. PETTIBONE & CO	1031	6255	SHLDR PATCHES/CHEVR	0.00	822.50
TOTAL CHECK									837.95
1020	194108	05/20/16	10342	RAY O'HERRON CO., I	1031	6255	MISC UNIFORMS	0.00	29.99
1020	194108	05/20/16	10342	RAY O'HERRON CO., I	1031	6255	PDU PANTS	0.00	51.99

SUNGARD PENTAMATION
 DATE: 06/01/2016
 TIME: 14:30:49

CITY OF BATAVIA
 CHECK REGISTER - BY FUND

PAGE NUMBER: 4
 ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20160516 00:00:00.000' and '20160603 00:00:00.000' and transact.fund between '10' a
 ACCOUNTING PERIOD: 6/16

FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194108	05/20/16	10342	RAY O'HERRON CO., I	1031	6255	MISC UNIFORMS	0.00	111.58
1020	194108	05/20/16	10342	RAY O'HERRON CO., I	1031	6255	MISC UNIFORMS	0.00	53.94
TOTAL CHECK									247.50
1020	194109	05/20/16	10293	RED WING SHOE STORE	1032	6255	DUTY BOOTS-CWINSKI	0.00	120.00
1020	194110	05/20/16	16777	ROLLINS AQUATIC SOL	1045	6355	POND MAINTENANCE	0.00	3,347.50
1020	194112	05/20/16	10345	STEINER ELECTRIC CO	1016	6315	MISC SUPPLIES	0.00	284.70
1020	194115	05/20/16	14469	VILLAGE AUTO BODY	1031	6310	R DOOR OPENING FRAM	0.00	125.00
1020	194117	05/27/16	10010	ABE & DOC'S SERVICE	1031	6310	RPL RADIATOR	0.00	376.44
1020	194118	05/27/16	10015	ACCURATE OFFICE SUP	1010	6230	FILE JACKET	0.00	46.46
1020	194119	05/27/16	10018	ACE HARDWARE-BATAVI	1032	6233	PLIER PUNCH REVOLVI	0.00	10.99
1020	194119	05/27/16	10018	ACE HARDWARE-BATAVI	1045	6264	SPARY PAINT	0.00	14.97
1020	194119	05/27/16	10018	ACE HARDWARE-BATAVI	1045	6264	FASTENERS	0.00	2.64
1020	194119	05/27/16	10018	ACE HARDWARE-BATAVI	1032	6264	SINGLE CUT KEY	0.00	7.96
1020	194119	05/27/16	10018	ACE HARDWARE-BATAVI	1032	6233	MISC SUPPLIES	0.00	20.97
1020	194119	05/27/16	10018	ACE HARDWARE-BATAVI	1016	6315	MISC SUPPLIES	0.00	17.28
TOTAL CHECK									74.81
1020	194121	05/27/16	10031	ALARM DETECTION SYS	1016	6315	QTRLY CHARGES JUN-A	0.00	123.33
1020	194122	05/27/16	10048	ANDERSON PEST CONTR	1032	6315	PEST CONTROL SVCS	0.00	27.75
1020	194122	05/27/16	10048	ANDERSON PEST CONTR	1032	6315	EXT BARRIER TREATME	0.00	30.00
1020	194122	05/27/16	10048	ANDERSON PEST CONTR	1032	6315	PEST CONTROL SVCS	0.00	33.71
1020	194122	05/27/16	10048	ANDERSON PEST CONTR	1045	6355	PEST CONTROL SVCS	0.00	20.00
TOTAL CHECK									111.46
1020	194124	05/27/16	10378	ARAMARK	1045	6255	UNIFORM RENTAL-STRE	0.00	295.06
1020	194127	05/27/16	10378	ARAMARK	1045	6315	PUBLIC WORKS-MATS	0.00	39.20
1020	194128	05/27/16	16341	ARISTA INFORMATION	1019	6355	PRINTING-UTILITYBIL	0.00	1,460.11
1020	194128	05/27/16	16341	ARISTA INFORMATION	1019	6225	POSTAGE-UB MAILINGS	0.00	4,059.27
TOTAL CHECK									5,519.38
1020	194129	05/27/16	12679	ARTHUR J. GALLAGHER	1010	6505	BOND RENEWAL-MILLER	0.00	221.00
1020	194129	05/27/16	12679	ARTHUR J. GALLAGHER	1010	6505	BOND RENEWAL-WETZEL	0.00	100.00
TOTAL CHECK									321.00
1020	194132	05/27/16	10045	AT & T	1032	6250	630 Z99-2603 920 6	0.00	85.38
1020	194133	05/27/16	15908	JENNIFER AUSTIN-SMI	1010	6355	TRANSCRIPTION SVCS	0.00	516.48
1020	194137	05/27/16	17373	BATTERIES PLUS BULB	1032	6264	FLUORESCENT BULBS	0.00	108.78
1020	194139	05/27/16	10395	BOUND TREE MEDICAL,	1032	6257	MISC MEDICAL SUPPLI	0.00	41.92

SUNGARD PENTAMATION
 DATE: 06/01/2016
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CITY OF BATAVIA
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FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194141	05/27/16	17463	CARY CONCRETE PRODU	1045	6355	RPL DAMAGED WALL CA	0.00	2,700.00
1020	194142	05/27/16	17215	C.C. AISTON CONSULT	1022	6355	ECON DEVELOPMENT SV	0.00	6,769.24
1020	194143	05/27/16	10083	CINTAS FIRE PROTECT	1032	6355	EXTINGR RECHARGE	0.00	29.90
1020	194144	05/27/16	17642	CITADEL LOCK AND SE	1016	6315	LOCK FOR FOOD PANTR	0.00	487.05
1020	194145	05/27/16	10152	CIVIC SYSTEMS, LLC	1018	6355	50%-IMPLEMENTATION	0.00	1,800.00
1020	194145	05/27/16	10152	CIVIC SYSTEMS, LLC	1018	6231	50%-TAX COLLECT SFT	0.00	6,100.00
TOTAL CHECK								0.00	7,900.00
1020	194146	05/27/16	15260	CURRIE MOTORS	1031	6450	FORD INTERCEPTORS	0.00	80,262.00
1020	194147	05/27/16	10400	DAILY HERALD	1013	6245	PUBLIC HEARING NOTI	0.00	66.70
1020	194148	05/27/16	16675	DEERE & COMPANY	1045	6276	ZTRAK MOWER	0.00	8,302.24
1020	194149	05/27/16	10521	DELL CORPORATION	1018	6325	MAINT &TECH SUPPORT	0.00	6,782.00
1020	194152	05/27/16	10590	FIREGROUND SUPPLY I	1032	6255	EASY ESCAPE PULL ON	0.00	120.00
1020	194152	05/27/16	10590	FIREGROUND SUPPLY I	1032	6255	MISC UNIFORMS	0.00	267.24
TOTAL CHECK								0.00	387.24
1020	194153	05/27/16	15204	FOX VALLEY FIRE & S	1016	6315	REROUTED CABLE	0.00	496.00
1020	194154	05/27/16	16053	FOX VALLEY TREE SER	1045	6357	TREE TRIMMING	0.00	575.00
1020	194155	05/27/16	10194	GALLS LLC	1031	6225	SHIPPING	0.00	5.50
1020	194155	05/27/16	10194	GALLS LLC	1031	6242	TRANZPORT HOODS	0.00	104.26
TOTAL CHECK								0.00	109.76
1020	194156	05/27/16	16449	GATE OPTIONS	1045	6315	PW GATE REPAIRS	0.00	50.00
1020	194157	05/27/16	10204	GORDON FLESCH CO IN	1031	6225	FREIGHT	0.00	10.87
1020	194157	05/27/16	10204	GORDON FLESCH CO IN	1031	6230	FAX TONER	0.00	134.25
TOTAL CHECK								0.00	145.12
1020	194159	05/27/16	15222	HENRY SCHEIN INC	1032	6257	MISC MEDICAL SPLYS	0.00	168.20
1020	194162	05/27/16	10242	ILLINOIS MUNICIPAL	1045	6210	APRIL SAFETY TRAINI	0.00	125.00
1020	194164	05/27/16	10249	INITIAL IMPRESSIONS	1031	6255	UNIFORM SHIRTS	0.00	285.90
1020	194165	05/27/16	13571	INSIGHT PUBLIC SECT	1018	6232	PROJECTION SCREEN	0.00	259.00
1020	194166	05/27/16	10677	J & D DOOR SALES, I	1045	6315	TRANSMITTERS/DOOR R	0.00	156.67
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1013	6210	KC LEADER SUMMIT	0.00	35.00
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1031	6201	JIMMYJOHNS-F&P MTG	0.00	59.50
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1031	6225	PRIORITY MAILINGS	0.00	144.90
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	10	2086	FVPD MEMBERSHIPS	0.00	415.00

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1012	6210	SEMINAR EXPENSES	0.00	1,004.15
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1012	6207	DINNER EXPS/GIFTCAR	0.00	2,167.51
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1018	6375	APPLE DEV LIC RENEW	0.00	-18.69
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1018	6230	WALGREENS-BATTERY	0.00	8.63
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1032	6255	UNIFORM CLEANING	0.00	11.90
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1032	6241	FUEL-SPEEDWAY	0.00	12.00
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1032	6209	EMT BASIC RENEWAL	0.00	21.00
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1032	6264	CORDS FOR BANNERS	0.00	21.55
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1018	6355	AT&T ISP	0.00	59.00
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1016	6315	FOUNTAIN PARTS/KEYS	0.00	75.43
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1032	6233	AIR SWITCHES	0.00	93.71
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1032	6210	HOTEL FOR CONFERENC	0.00	112.00
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1014	6210	APW CONFER EXPS	0.00	120.16
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1018	6231	ADOBE SUBCRIPTION	0.00	127.37
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1045	6233	DIESEL SPEC - PUMP	0.00	147.23
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1032	6315	WINDOW REPAIRS	0.00	275.00
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1010	6230	OFFICE MAX	0.00	13.99
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1010	6211	METRA TICKET	0.00	15.50
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1010	6211	FUEL	0.00	28.09
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1010	6225	POSTAGE	0.00	112.80
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1010	6259	ASSORTED RESTAURANT	0.00	244.79
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1010	6210	CONFERENCE EXPS	0.00	1,636.64
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1018	6232	NETWORK CABLES	0.00	430.19
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1018	6405	DIGITAL RECORDERS	0.00	486.24
TOTAL CHECK								0.00	7,860.59
1020	194169	05/27/16	14035	JSN CONTRACTORS SUP	1015	6230	MARKING PAINT	0.00	495.00
1020	194171	05/27/16	10414	KON PRINTING, INC.	1019	6230	ENVELOPES	0.00	290.96
1020	194172	05/27/16	10838	ERIC MATHEWSON	1031	6255	HOLSTER	0.00	45.00
1020	194173	05/27/16	10582	MATMASTERS	1016	6315	MATS-CITY HALL	0.00	127.38
1020	194173	05/27/16	10582	MATMASTERS	1016	6315	MATS-CITY HALL	0.00	127.38
1020	194173	05/27/16	10582	MATMASTERS	1016	6315	MATS-CITY HALL	0.00	127.38
1020	194173	05/27/16	10582	MATMASTERS	1016	6315	MATS-CITY HALL	0.00	127.38
TOTAL CHECK								0.00	509.52
1020	194174	05/27/16	10280	MENARDS	1045	6264	6.25" WIRE STRIPPER	0.00	7.99
1020	194174	05/27/16	10280	MENARDS	1032	6233	MISC SUPPLIES	0.00	37.74
1020	194174	05/27/16	10280	MENARDS	1032	6233	EZ POUR SPOUT	0.00	9.99
TOTAL CHECK								0.00	55.72
1020	194175	05/27/16	10771	MIDWEST DRIVESHAFT	1045	6310	MISC VEHICLE PARTS	0.00	719.46
1020	194176	05/27/16	17737	MOBOTREX	1045	6240	PUSH BUTTON/PB FRAM	0.00	141.00
1020	194176	05/27/16	17737	MOBOTREX	1045	6240	GALV POST/SIGNAL BA	0.00	611.00
1020	194176	05/27/16	17737	MOBOTREX	1045	6240	SOLAR ENG/LIGHT BAR	0.00	2,956.00
TOTAL CHECK								0.00	3,708.00
1020	194177	05/27/16	10298	MUNICIPAL EMERGENCY	1032	6276	MISC SUPPLIES	0.00	645.50

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194178	05/27/16	11652	JAMES NETTNIN	1031	6255	WATCH	0.00	16.79
1020	194179	05/27/16	11667	VILLAGE OF NORTH AU	1031	6355	PARADE TRAFFIC DETA	0.00	157.14
1020	194180	05/27/16	10610	NORTHERN TOOL & EQU	1045	6233	PROF MECHANICS ROLL	0.00	164.74
1020	194181	05/27/16	13559	NOTARY PUBLIC ASSOC	1031	6355	NOTARY PUBLIC	0.00	54.00
1020	194182	05/27/16	15326	OFFICE DEPOT	1031	6230	MOUSE PAD	0.00	17.97
1020	194183	05/27/16	11058	PEDAL & SPOKE LTD	1032	6255	UNIFORM SHIRTS	0.00	164.50
1020	194184	05/27/16	10460	JANA CRISCI - PETTY	1013	6225	POSTAGE-D. RACKOW	0.00	15.72
1020	194184	05/27/16	10460	JANA CRISCI - PETTY	1032	6233	LICENSE PLATE FEE	0.00	24.00
1020	194184	05/27/16	10460	JANA CRISCI - PETTY	1031	6210	KCC MTG-POLICE DEPT	0.00	30.00
1020	194184	05/27/16	10460	JANA CRISCI - PETTY	1032	6205	CHIEFS MTGS-FIRE DE	0.00	46.00
TOTAL CHECK								0.00	115.72
1020	194185	05/27/16	17600	PHOENIX FIRE SYSTEM	1032	6276	CASCADE CYL FOR TES	0.00	95.25
1020	194186	05/27/16	17251	PRIME, TACK & SEAL	1045	6240	HFE-90	0.00	755.55
1020	194186	05/27/16	17251	PRIME, TACK & SEAL	1045	6240	HFE-90	0.00	807.30
TOTAL CHECK								0.00	1,562.85
1020	194187	05/27/16	10404	QUILL CORPORATION	1032	6230	MISC OFFICE SUPPLIE	0.00	229.15
1020	194188	05/27/16	10342	RAY O'HERRON CO., I	1031	6225	FREIGHT	0.00	8.25
1020	194188	05/27/16	10342	RAY O'HERRON CO., I	1031	6255	MISC UNIFORMS	0.00	119.76
1020	194188	05/27/16	10342	RAY O'HERRON CO., I	1031	6255	CAP	0.00	-9.99
1020	194188	05/27/16	10342	RAY O'HERRON CO., I	1031	6255	CAP	0.00	9.99
1020	194188	05/27/16	10342	RAY O'HERRON CO., I	1031	6255	GLOCK	0.00	-375.98
1020	194188	05/27/16	10342	RAY O'HERRON CO., I	1031	6255	SCABBARD	0.00	36.55
1020	194188	05/27/16	10342	RAY O'HERRON CO., I	1031	6255	GLOCK	0.00	375.98
1020	194188	05/27/16	10342	RAY O'HERRON CO., I	1031	6255	GLOCK 43 9MM FXD	0.00	407.00
TOTAL CHECK								0.00	571.56
1020	194191	05/27/16	17901	RTW FOX VALLEY LLC	1012	6207	APPRECIATION DINNER	0.00	3,634.00
1020	194193	05/27/16	10272	SAM'S CLUB DIRECT C	1032	6264	BATTERIES	0.00	53.58
1020	194194	05/27/16	11821	SERVICE SANITATION,	1045	6355	PORTABLE RESTROOM	0.00	50.00
1020	194194	05/27/16	11821	SERVICE SANITATION,	1045	6355	PORTABLE RESTROOM	0.00	50.00
TOTAL CHECK								0.00	100.00
1020	194195	05/27/16	10343	SERVICES, ETC.	1032	6225	SHIPPING SERVICES	0.00	33.62
1020	194198	05/27/16	10367	STANDARD EQUIPMENT	1045	6233	SWR CAMERA AXLE SEA	0.00	20.20
1020	194201	05/27/16	10274	THOMPSON AUTO SUPPL	1045	6233	MISC AUTO SUPPLIES	0.00	37.14
1020	194201	05/27/16	10274	THOMPSON AUTO SUPPL	1045	6233	6WIRE CONNECTOR	0.00	12.50
1020	194201	05/27/16	10274	THOMPSON AUTO SUPPL	1032	6233	UNDERSEAL	0.00	117.72
1020	194201	05/27/16	10274	THOMPSON AUTO SUPPL	1032	6233	PARTS KIT	0.00	190.57

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FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194201	05/27/16	10274	THOMPSON AUTO SUPPL	1032	6233	SLACK ADJUSTER	0.00	187.88
TOTAL CHECK									545.81
1020	194202	05/27/16	10501	TRAFFIC CONTROL & P	1045	6240	SIGN RENTAL	0.00	95.00
1020	194203	05/27/16	13760	TYLER MEDICAL SERVI	1012	6203	PRE-EMPLOYMENT EXAM	0.00	130.00
1020	194203	05/27/16	13760	TYLER MEDICAL SERVI	1012	6203	PRE-EMPLOYMENT EXAM	0.00	313.00
TOTAL CHECK									443.00
1020	194205	05/27/16	10279	U.S. POST OFFICE	1031	6225	REPLENISH POSTAGE D	0.00	100.00
1020	194207	05/27/16	13666	VESSEL INC	1045	6240	PULV TOPSOIL	0.00	322.00
1020	194208	05/27/16	16107	WALDSCHMIDT & ASSOC	1045	6355	WEEKLY MOWING	0.00	237.38
1020	194208	05/27/16	16107	WALDSCHMIDT & ASSOC	1045	6355	WEEKLY MOWING	0.00	2,275.36
TOTAL CHECK									2,512.74
1020	194211	05/27/16	10311	WESCO DISTRIBUTION	1016	6315	MISC ELECTRICAL SPL	0.00	520.80
1020	194212	05/27/16	17602	WESSELS SHERMAN JOE	1012	6358	TELEPHONE PROGRAM	0.00	75.00
1020	194213	05/27/16	14414	BENJAMIN WILLIAMS	1032	6205	SAFE KIDS RENEWAL	0.00	50.00
1020	194214	06/03/16	10010	ABE & DOC'S SERVICE	1031	6310	OIL CHANGE/TIRE RPR	0.00	45.08
1020	194214	06/03/16	10010	ABE & DOC'S SERVICE	1031	6310	REPLACE BRAKES #83	0.00	308.09
TOTAL CHECK									353.17
1020	194216	06/03/16	10019	ACTION SCREEN PRINT	1045	6255	PUBLIC WORKS T-SHIR	0.00	623.66
1020	194226	06/03/16	10135	CASE LOTS, INC.	1016	6264	MISC SUPPLIES	0.00	617.75
1020	194227	06/03/16	11088	CLARKE ENVIRONMENTA	1045	6356	MOSQUITO MANAGEMENT	0.00	7,725.00
1020	194228	06/03/16	16864	CLARKE MOSQUITO CON	1045	6356	NATULAR XRT TABLETS	0.00	10,190.40
1020	194231	06/03/16	12065	ENTENMANN ROVIN COM	1031	6225	SHIPPING & HANDLING	0.00	43.00
1020	194231	06/03/16	12065	ENTENMANN ROVIN COM	1031	6255	BADGES-VARIOUS TYPE	0.00	1,019.00
TOTAL CHECK									1,062.00
1020	194232	06/03/16	16053	FOX VALLEY TREE SER	1045	6357	TREE REMOVALS	0.00	12,500.00
1020	194235	06/03/16	10150	CITY OF GENEVA	1032	6355	1ST QTR TRI-COM SVC	0.00	16,097.20
1020	194235	06/03/16	10150	CITY OF GENEVA	1031	6355	1ST QTR TRI-COM SVC	0.00	98,883.30
TOTAL CHECK									114,980.50
1020	194236	06/03/16	15861	GREEN THUMB~BROWN B	1013	6355	WEED/GRASS ABATEMEN	0.00	620.00
1020	194239	06/03/16	10249	INITIAL IMPRESSIONS	1031	6255	UNIFORM SHIRTS	0.00	110.45
1020	194244	06/03/16	14258	KRAMER TREE SPECIAL	1045	6355	MAY 16 BRUSH REMOVA	0.00	29,865.00
1020	194246	06/03/16	15684	MICHELLE LANGSTON	1031	6210	TRAINING LUNCHES	0.00	67.42

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1020	194248	06/03/16	14032	MAILFINANCE	1016	6320	POSTAGE MACHINE LEA	0.00	645.00
1020	194251	06/03/16	10280	MENARDS	1032	6264	MISC SUPPLIES	0.00	55.11
1020	194251	06/03/16	10280	MENARDS	1045	6264	MEASURING WHL/RAKES	0.00	86.96
1020	194251	06/03/16	10280	MENARDS	1045	6264	SPRAYER/NUT DRIVR S	0.00	18.55
1020	194251	06/03/16	10280	MENARDS	1045	6264	CIRCULAR VALVE BOX	0.00	10.99
1020	194251	06/03/16	10280	MENARDS	1045	6264	MISC SUPPLIES	0.00	6.57
1020	194251	06/03/16	10280	MENARDS	1045	6264	20"X50' ALUMINUM	0.00	32.98
TOTAL CHECK									211.16
1020	194252	06/03/16	14017	METRO WEST COUNCIL	1010	6205	BOARD MTG - 04/28/1	0.00	70.00
1020	194253	06/03/16	10332	MID AMERICAN WATER,	1045	6240	BOTTLE DYE TABLETS	0.00	80.00
1020	194256	06/03/16	10835	NORTH EAST MULTI-RE	1031	6210	INTERVIEWING TRAINI	0.00	100.00
1020	194258	06/03/16	15326	OFFICE DEPOT	1031	6230	STAMP INK REFILLS	0.00	39.54
1020	194258	06/03/16	15326	OFFICE DEPOT	1031	6230	LTR OPNR/POST-ITS	0.00	28.97
1020	194258	06/03/16	15326	OFFICE DEPOT	1031	6230	NOTES	0.00	33.28
TOTAL CHECK									101.79
1020	194260	06/03/16	14523	PRAIRIE MATERIAL SA	1045	6240	MATLS FOR SEWERS	0.00	234.00
1020	194261	06/03/16	17251	PRIME, TACK & SEAL	1045	6240	HFE-90	0.00	690.00
1020	194261	06/03/16	17251	PRIME, TACK & SEAL	1045	6240	HFE-90	0.00	707.25
TOTAL CHECK									1,397.25
1020	194262	06/03/16	10342	RAY O'HERRON CO., I	1031	6225	FREIGHT	0.00	9.64
1020	194262	06/03/16	10342	RAY O'HERRON CO., I	1031	6225	FREIGHT	0.00	9.74
1020	194262	06/03/16	10342	RAY O'HERRON CO., I	1031	6255	MISC UNIFORM/SUPPLI	0.00	525.70
1020	194262	06/03/16	10342	RAY O'HERRON CO., I	1031	6255	HALOII, NIJ06, 1 RE	0.00	700.00
1020	194262	06/03/16	10342	RAY O'HERRON CO., I	1031	6255	MISC UNIFORM/SUPPLI	0.00	231.89
1020	194262	06/03/16	10342	RAY O'HERRON CO., I	1031	6255	MAGPUL AFG GEN2 BLA	0.00	44.95
TOTAL CHECK									1,521.92
1020	194264	06/03/16	17326	RUSH TRUCK CENTERS	1045	6233	STARTER MOTOR	0.00	298.61
1020	194266	06/03/16	12226	SAFETY LANE INSPECT	1045	6310	SAFETY STICKERS	0.00	93.00
1020	194267	06/03/16	10272	SAM'S CLUB DIRECT C	1045	6259	COFFEE	0.00	109.44
1020	194268	06/03/16	17697	SCHAEFER GREENHOUSE	1045	6293	FLOWERS FOR PLANTER	0.00	808.00
1020	194268	06/03/16	17697	SCHAEFER GREENHOUSE	1045	6293	17" HANGING BASKETS	0.00	2,685.35
TOTAL CHECK									3,493.35
1020	194271	06/03/16	10619	SECRETARY OF STATE	1031	6310	TITLE #89	0.00	95.00
1020	194274	06/03/16	15242	SIKICH LLP	1017	6355	AUDIT SERVICES	0.00	24,200.00
1020	194275	06/03/16	16581	SITEONE LANDSCAPE S	1045	6264	MISC SUPPLIES	0.00	64.33
1020	194275	06/03/16	16581	SITEONE LANDSCAPE S	1045	6264	OUTLET EMITTER	0.00	4.04

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FUND - 10 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
TOTAL CHECK								0.00	68.37
1020	194276	06/03/16	12622	SOURCE ONE OFFICE P	1012	6230	BINDERS/INDEXES	0.00	212.79
1020	194277	06/03/16	10367	STANDARD EQUIPMENT	1045	6233	MISC SUPPLIES	0.00	390.60
1020	194277	06/03/16	10367	STANDARD EQUIPMENT	1045	6233	SANDWICH MOUNT	0.00	17.00
TOTAL CHECK								0.00	407.60
1020	194278	06/03/16	11153	STATE COLLECTION SE	1019	6355	COLLECTION FEES	0.00	56.10
1020	194279	06/03/16	11462	STATE INDUSTRIAL PR	1016	6315	AIR CARE PROGRAM	0.00	230.68
1020	194280	06/03/16	10274	THOMPSON AUTO SUPPL	1045	6233	MISC AUTO SUPPLIES	0.00	60.53
1020	194280	06/03/16	10274	THOMPSON AUTO SUPPL	1045	6233	OUTER AIR ELEMENT	0.00	-48.50
1020	194280	06/03/16	10274	THOMPSON AUTO SUPPL	1045	6233	MISC AUTO SUPPLIES	0.00	10.88
1020	194280	06/03/16	10274	THOMPSON AUTO SUPPL	1045	6233	PHILIPS HALOGEN	0.00	18.36
1020	194280	06/03/16	10274	THOMPSON AUTO SUPPL	1045	6233	HOOK & LOOP	0.00	187.89
1020	194280	06/03/16	10274	THOMPSON AUTO SUPPL	1045	6233	MISC AUTO SUPPLIES	0.00	232.49
1020	194280	06/03/16	10274	THOMPSON AUTO SUPPL	1045	6233	BLK LIGHTING XL	0.00	64.00
1020	194280	06/03/16	10274	THOMPSON AUTO SUPPL	1045	6233	ENGINE BRITE	0.00	8.38
TOTAL CHECK								0.00	534.03
1020	194282	06/03/16	13760	TYLER MEDICAL SERVI	1012	6203	PRE-EMPLOYMENT EXAM	0.00	475.00
1020	194287	06/03/16	12855	ZIMMERMAN FORD	1045	6233	BELT	0.00	61.31
TOTAL CASH ACCOUNT								0.00	441,869.35
TOTAL FUND								0.00	441,869.35

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FUND - 11 - T.I.F. DISTRICT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194135	05/27/16	10104	BATAVIA MAIN STREET	1109	6355	CITY CONTRIBUTION	0.00	40,000.00
1020	194135	05/27/16	10104	BATAVIA MAIN STREET	1109	6355	PRIORYR TIF TAX SUR	0.00	27,949.92
TOTAL CHECK								0.00	67,949.92
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	1109	6355	DERO BIKE RACKS	0.00	1,152.38
TOTAL CASH ACCOUNT								0.00	69,102.30
TOTAL FUND								0.00	69,102.30

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FUND - 15 - CITY'S HEALTH BENEFIT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194036	05/20/16	15690	FIDELITY SECURITY L	1540	6132	MAY16 EYECARE PREMI	0.00	2,353.03
1020	194138	05/27/16	14653	BENEFIT ADMINISTRAT	1540	6130	EMP & DEP STOP LOSS	0.00	28,676.95
1020	194138	05/27/16	14653	BENEFIT ADMINISTRAT	1540	6130	AGGREGATE	0.00	2,178.16
1020	194138	05/27/16	14653	BENEFIT ADMINISTRAT	1540	6134	PPO PREMIUM	0.00	2,614.40
1020	194138	05/27/16	14653	BENEFIT ADMINISTRAT	1540	6355	MED/DENT/FLEX/DISEA	0.00	4,218.70
TOTAL CHECK								0.00	37,688.21
1020	194200	05/27/16	14264	SUN LIFE FINANCIAL	1540	6128	LIFEINSURANCE PREMI	0.00	3,937.22
1020	194247	06/03/16	13008	LUNDSTROM INSURANCE	1540	6355	BROKER CONSULTING F	0.00	10,584.00
TOTAL CASH ACCOUNT								0.00	54,562.46
TOTAL FUND								0.00	54,562.46

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FUND - 21 - ELECTRIC UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT	
1020	V1388	05/16/16	15503	NORTHERN ILLINOIS M	2164	6710	PRAIRIESTATE-APR 20	0.00	835,639.20	
1020	V1388	05/16/16	15503	NORTHERN ILLINOIS M	2164	6708	PRAIRIESTATE-APR 20	0.00	1,866,975.00	
TOTAL CHECK									0.00	2,702,614.20
1020	V1389	05/20/16	11986	PJM SETTLEMENT INC	2164	6711	05/01/16-05/11/16-R	0.00	-4,950.04	
1020	V1389	05/20/16	11986	PJM SETTLEMENT INC	2164	6711	05/01/2016-05/11/20	0.00	125,125.87	
TOTAL CHECK									0.00	120,175.83
1020	V1390	05/27/16	11986	PJM SETTLEMENT INC	2164	6711	05/01/16-05/18/16-R	0.00	-3,809.69	
1020	V1390	05/27/16	11986	PJM SETTLEMENT INC	2164	6711	05/01/2016-05/18/20	0.00	129,635.12	
TOTAL CHECK									0.00	125,825.43
1020	V1391	06/03/16	11986	PJM SETTLEMENT INC	2164	6711	05/01/16-05/31/16-R	0.00	-3,941.70	
1020	V1391	06/03/16	11986	PJM SETTLEMENT INC	2164	6711	05/01/2016-05/25/20	0.00	145,699.60	
TOTAL CHECK									0.00	141,757.90
1020	193669 V	04/15/16	17904	LAYTH TAWFEEQ	21	2115	ELEC DEPOSIT REFUND	0.00	-24.17	
1020	194020	05/20/16	17782	ALPHA BUILDING MAIN	2164	6315	MAY16 JANITORIAL SV	0.00	325.00	
1020	194023	05/20/16	16629	AVANT ENERGY	2164	6712	OPERATIONS SVCS-APR	0.00	9,721.62	
1020	194029	05/20/16	11074	COMED	2164	6260	ACCT# 4603066006	0.00	39.56	
1020	194038	05/20/16	17816	CHRISTOPHER HINMAN	2164	6264	HEX BITS	0.00	19.27	
1020	194053	05/20/16	10557	NICOR GAS	2164	6260	1401 LARKSPUR LN	0.00	28.87	
1020	194059	05/20/16	12565	POWER LINE SUPPLY	2164	6225	FREIGHT	0.00	48.85	
1020	194059	05/20/16	12565	POWER LINE SUPPLY	2164	6264	COUPLINGS	0.00	457.14	
TOTAL CHECK									0.00	505.99
1020	194063	05/20/16	10363	SAFETY-KLEEN SYSTEM	2164	6286	USED OIL FILTERS	0.00	118.47	
1020	194064	05/20/16	12226	SAFETY LANE INSPECT	2164	6310	VEHICLE SAFETY TEST	0.00	217.00	
1020	194068	05/20/16	16221	SIEMENS INDUSTRY IN	2164	6322	PARTS/LABOR/MILEAGE	0.00	6,909.95	
1020	194072	05/20/16	13241	ERIC SUNDVALL	2164	6233	CDL LICENSE RENEWAL	0.00	61.41	
1020	194080	05/20/16	10010	ABE & DOC'S SERVICE	2164	6233	RPL 4 TIRES	0.00	795.64	
1020	194082	05/20/16	10047	AMSOIL INC	2164	6264	SYNTHETIC OIL	0.00	580.40	
1020	194091	05/20/16	17934	GEM SPA	21	2115	ELEC DEPOSIT REFUND	0.00	164.38	
1020	194093	05/20/16	10215	HI-LINE UTILITY SUP	2164	6340	MISC SUPPLIES	0.00	728.35	
1020	194100	05/20/16	17936	ROBERT LEONARD	21	1540	ELEC OVERPAY REFUND	0.00	35.57	
1020	194102	05/20/16	17935	LAUREN LIESER	21	2115	ELEC DEPOSIT REFUND	0.00	16.77	

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FUND - 21 - ELECTRIC UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194103	05/20/16	10280	MENARDS	2164	6264	DRILL BITS	0.00	47.33
1020	194111	05/20/16	10343	SERVICES, ETC.	2164	6225	SHIPPING SERVICES	0.00	73.27
1020	194112	05/20/16	10345	STEINER ELECTRIC CO	2164	6264	MISC SUPPLIES	0.00	72.10
1020	194119	05/27/16	10018	ACE HARDWARE-BATAVI	2164	6264	FASTENERS	0.00	16.20
1020	194120	05/27/16	10456	AIRGAS USA LLC	2164	6322	NITROGEN INDUSTRIAL	0.00	50.88
1020	194122	05/27/16	10048	ANDERSON PEST CONTR	2164	6355	PEST CONTROL SVCS	0.00	20.00
1020	194125	05/27/16	10378	ARAMARK	2164	6255	UNIFORM RENTAL-ELEC	0.00	333.96
1020	194126	05/27/16	10378	ARAMARK	2162	6255	UNIFORM RENTAL-METE	0.00	91.20
1020	194127	05/27/16	10378	ARAMARK	2164	6264	PUBLIC WORKS-MATS	0.00	39.20
1020	194129	05/27/16	12679	ARTHUR J. GALLAGHER	2164	6505	POLE ATTACHMENT BON	0.00	100.00
1020	194130	05/27/16	11904	ASPLUNDH TREE EXPER	2164	6357	TREE TRIMMING	0.00	4,521.62
1020	194130	05/27/16	11904	ASPLUNDH TREE EXPER	2164	6357	TREE TRIMMING	0.00	4,904.32
TOTAL CHECK									9,425.94
1020	194131	05/27/16	13341	ATLAS COMPANIES	2164	6340	FORKLIFT MAINTENANC	0.00	161.11
1020	194132	05/27/16	10045	AT & T	2164	6250	708 Z99-0652 784 4	0.00	321.13
1020	194132	05/27/16	10045	AT & T	2164	6250	630 Z99-5352 727 1	0.00	1,671.96
1020	194132	05/27/16	10045	AT & T	2164	6250	708 Z07-5071 705 4	0.00	16.99
TOTAL CHECK									2,010.08
1020	194134	05/27/16	16629	AVANT ENERGY	2164	6355	NERC COMPLIANCE-APR	0.00	6,569.99
1020	194136	05/27/16	16400	BATTERIES PLUS BULB	2164	6264	3.6V LITHIUM	0.00	14.30
1020	194156	05/27/16	16449	GATE OPTIONS	2164	6315	PW GATE REPAIRS	0.00	50.00
1020	194162	05/27/16	10242	ILLINOIS MUNICIPAL	2164	6210	APRIL SAFETY TRAINI	0.00	125.00
1020	194166	05/27/16	10677	J & D DOOR SALES, I	2164	6315	TRANSMITTERS/DOOR R	0.00	156.66
1020	194174	05/27/16	10280	MENARDS	2164	6264	SOCKETS	0.00	12.87
1020	194174	05/27/16	10280	MENARDS	2164	6264	MISC SUPPLIES	0.00	71.63
TOTAL CHECK									84.50
1020	194189	05/27/16	14194	RED WING SHOE STORE	2164	6255	SAFETY BOOTS-G. HOD	0.00	182.74
1020	194190	05/27/16	10525	RESCO	2164	6225	SHIPPING & HANDLING	0.00	290.58
1020	194190	05/27/16	10525	RESCO	2164	6264	METER SEALS	0.00	1,700.00
1020	194190	05/27/16	10525	RESCO	21	1250	CONDUIT ELBOWS	0.00	1,519.80
TOTAL CHECK									3,510.38

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FUND - 21 - ELECTRIC UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194192	05/27/16	17239	SAF-T-GARD INTERNAT	2164	6261	GLOVE RBR SALISBURY	0.00	57.31
1020	194192	05/27/16	17239	SAF-T-GARD INTERNAT	2164	6261	TEST GLOVE RUBBER	0.00	285.72
TOTAL CHECK									343.03
1020	194196	05/27/16	16221	SIEMENS INDUSTRY IN	2164	6322	MISC PARTS	0.00	5,233.00
1020	194199	05/27/16	10345	STEINER ELECTRIC CO	2164	6264	MISC SUPPLIES	0.00	104.21
1020	194210	05/27/16	10371	WELDSTAR COMPANY	2164	6322	NITROGEN	0.00	29.14
1020	194211	05/27/16	10311	WESCO DISTRIBUTION	2164	6225	SHIPPING	0.00	24.00
1020	194211	05/27/16	10311	WESCO DISTRIBUTION	2164	6264	CITY LOCK, KEY	0.00	1,075.50
TOTAL CHECK									1,099.50
1020	194216	06/03/16	10019	ACTION SCREEN PRINT	2162	6255	PUBLIC WORKS T-SHIR	0.00	211.30
1020	194216	06/03/16	10019	ACTION SCREEN PRINT	2164	6255	PUBLIC WORKS T-SHIR	0.00	440.40
TOTAL CHECK									651.70
1020	194218	06/03/16	17940	MOHAMMED ALBESS	21	2115	ELEC DEPOSIT REFUND	0.00	30.50
1020	194221	06/03/16	11904	ASPLUNDH TREE EXPER	2164	6357	TREE TRIMMING	0.00	3,769.68
1020	194221	06/03/16	11904	ASPLUNDH TREE EXPER	2164	6357	TREE TRIMMING	0.00	6,109.89
TOTAL CHECK									9,879.57
1020	194222	06/03/16	10470	THE BANK OF NEW YOR	2198	6602	RFNDG BONDS INTERES	0.00	357,427.78
1020	194223	06/03/16	16400	BATTERIES PLUS BULB	2164	6264	12V LEAD	0.00	15.95
1020	194225	06/03/16	17938	SHANE BROWN	21	2115	ELEC DEPOSIT REFUND	0.00	15.91
1020	194229	06/03/16	10366	EMERGENT SAFETY SUP	2164	6261	SAFETY GLASSES	0.00	91.06
1020	194240	06/03/16	11404	INTERSTATE BATTERY	2164	6310	MT-34	0.00	93.95
1020	194240	06/03/16	11404	INTERSTATE BATTERY	2164	6310	MTP-96R	0.00	100.95
TOTAL CHECK									194.90
1020	194242	06/03/16	10304	ITRON INC	2162	6340	JUN 01-AUG 31 MAINT	0.00	1,341.83
1020	194251	06/03/16	10280	MENARDS	2164	6264	COUPLER/TUBING	0.00	116.57
1020	194267	06/03/16	10272	SAM'S CLUB DIRECT C	2164	6259	COFFEE	0.00	109.44
1020	194272	06/03/16	15301	SIEMENS INDUSTRY IN	2164	6322	BUSHING REPLACEMENT	0.00	10,722.80
1020	194273	06/03/16	16221	SIEMENS INDUSTRY IN	2164	6322	GAUGES/CONNECTRS/FL	0.00	5,233.00
1020	194273	06/03/16	16221	SIEMENS INDUSTRY IN	2164	6322	GAUGES/CONNECTRS/FL	0.00	5,233.00
TOTAL CHECK									10,466.00
1020	194280	06/03/16	10274	THOMPSON AUTO SUPPL	2164	6233	COURTESY LAMP	0.00	4.47
1020	194280	06/03/16	10274	THOMPSON AUTO SUPPL	2164	6233	PANEL AIR ELEMENT	0.00	24.82
1020	194280	06/03/16	10274	THOMPSON AUTO SUPPL	2164	6233	TRANSMISSION FILTER	0.00	22.36
1020	194280	06/03/16	10274	THOMPSON AUTO SUPPL	2164	6233	FUEL WATER SEPARATO	0.00	141.30

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FUND - 21 - ELECTRIC UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194280	06/03/16	10274	THOMPSON AUTO SUPPL	2164	6233	LUBE SPINON	0.00	125.10
TOTAL CHECK								0.00	318.05
1020	194285	06/03/16	10273	WHOLESALE DIRECT IN	2164	6310	MISC SUPPLIES	0.00	185.45
1020	194285	06/03/16	10273	WHOLESALE DIRECT IN	2164	6225	FREIGHT	0.00	11.77
TOTAL CHECK								0.00	197.22
1020	194287	06/03/16	12855	ZIMMERMAN FORD	2164	6310	MULTIFUNCTION SWITC	0.00	108.26
1020	194287	06/03/16	12855	ZIMMERMAN FORD	2164	6310	SCREEN ASY	0.00	28.36
TOTAL CHECK								0.00	136.62
TOTAL CASH ACCOUNT								0.00	3,532,277.06
TOTAL FUND								0.00	3,532,277.06

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FUND - 30 - WATER UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194019	05/20/16	10018	ACE HARDWARE-BATAVI	3073	6264	PLIER LONG NOSE	0.00	11.99
1020	194020	05/20/16	17782	ALPHA BUILDING MAIN	3073	6315	MAY16 JANITORIAL SV	0.00	325.00
1020	194021	05/20/16	10048	ANDERSON PEST CONTR	3073	6355	SWR MANHOLE TREATME	0.00	42.00
1020	194021	05/20/16	10048	ANDERSON PEST CONTR	3073	6355	SWR MANHOLE TREATME	0.00	42.00
TOTAL CHECK									84.00
1020	194032	05/20/16	10654	JOHN DILLON	3073	6202	LUNCH-WTR LINE RPRS	0.00	46.45
1020	194033	05/20/16	10457	EJ EQUIPMENT INC	3073	6233	TELESCOPING WANDS	0.00	114.20
1020	194050	05/20/16	10280	MENARDS	3073	6264	MISC SUPPLIES	0.00	42.27
1020	194054	05/20/16	14285	OFFICE DEPOT	3073	6230	LABELS	0.00	16.21
1020	194054	05/20/16	14285	OFFICE DEPOT	3073	6230	AWARD PLAQUE	0.00	47.49
1020	194054	05/20/16	14285	OFFICE DEPOT	3073	6230	MISC OFFICE SUPPLIE	0.00	100.30
1020	194054	05/20/16	14285	OFFICE DEPOT	3073	6230	CLIPS	0.00	5.79
TOTAL CHECK									169.79
1020	194057	05/20/16	16385	PARKSON CORPORATION	3071	6435	CHLORINE GENERATOR	0.00	245,416.00
1020	194058	05/20/16	10460	JANA CRISCI - PETTY	3072	6340	MEALS-WTP GENERATOR	0.00	17.55
1020	194058	05/20/16	10460	JANA CRISCI - PETTY	3073	6202	MEALS-WTR MAIN BREA	0.00	8.63
TOTAL CHECK									26.18
1020	194060	05/20/16	10341	QUALITY FASTENERS,	3073	6281	PHILLIPS COMBO PAN	0.00	42.00
1020	194063	05/20/16	10363	SAFETY-KLEEN SYSTEM	3073	6286	USED OIL FILTERS	0.00	118.47
1020	194067	05/20/16	12246	DONALD SIEDAL	3073	6202	LUNCH-WTR MAIN BREA	0.00	43.11
1020	194076	05/20/16	10649	USA BLUE BOOK	3072	6340	MISC SUPPLIES	0.00	1,343.10
1020	194076	05/20/16	10649	USA BLUE BOOK	3072	6340	MISC SUPPLIES	0.00	-302.75
TOTAL CHECK									1,040.35
1020	194082	05/20/16	10047	AMSOIL INC	3073	6264	SYNTHETIC OIL	0.00	580.40
1020	194083	05/20/16	10045	AT & T	3072	6250	630 208-7504 453 0	0.00	105.38
1020	194092	05/20/16	10374	GRAINGER, INC.	3073	6281	GASKETS	0.00	82.55
1020	194103	05/20/16	10280	MENARDS	3073	6264	MISC SUPPLIES	0.00	102.82
1020	194103	05/20/16	10280	MENARDS	3073	6264	MISC SUPPLIES	0.00	41.91
TOTAL CHECK									144.73
1020	194113	05/20/16	12390	SUBURBAN LABORATORI	3072	6355	WATER TESTING	0.00	530.00
1020	194114	05/20/16	10274	THOMPSON AUTO SUPPL	3073	6233	MISC AUTO SUPPLIES	0.00	169.55
1020	194116	05/20/16	10766	WATER PRODUCTS COMP	3073	6281	MISC PARTS	0.00	1,133.84

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FUND - 30 - WATER UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194119	05/27/16	10018	ACE HARDWARE-BATAVI	3073	6264	MISC SUPPLIES	0.00	12.15
1020	194122	05/27/16	10048	ANDERSON PEST CONTR	3073	6355	PEST CONTROL SVCS	0.00	20.00
1020	194126	05/27/16	10378	ARAMARK	3073	6255	UNIFORM RENTAL-WATE	0.00	130.40
1020	194127	05/27/16	10378	ARAMARK	3073	6315	PUBLIC WORKS-MATS	0.00	39.20
1020	194140	05/27/16	15580	CARUS CORPORATION	3072	6258	BLEACH-SOD HYPOCHLO	0.00	1,848.00
1020	194150	05/27/16	15206	DIAMOND RIGGING COR	3071	6435	RPL CHLORINE GENERA	0.00	1,972.00
1020	194156	05/27/16	16449	GATE OPTIONS	3073	6315	PW GATE REPAIRS	0.00	50.00
1020	194161	05/27/16	14088	ILLINOIS EPA	3073	6210	CERTIFICATE RENEWAL	0.00	10.00
1020	194162	05/27/16	10242	ILLINOIS MUNICIPAL	3073	6210	APRIL SAFETY TRAINI	0.00	125.00
1020	194163	05/27/16	13678	INDELCO PLASTICS CO	3071	6435	MISC PARTS	0.00	269.64
1020	194163	05/27/16	13678	INDELCO PLASTICS CO	3071	6435	BALL VALVES	0.00	255.24
1020	194163	05/27/16	13678	INDELCO PLASTICS CO	3071	6435	SLOTTED STRUT CHANN	0.00	91.44
TOTAL CHECK									616.32
1020	194166	05/27/16	10677	J & D DOOR SALES, I	3073	6310	TRANSMITTERS/DOOR R	0.00	156.67
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	3073	6210	COA-WTR SPLY CONFER	0.00	30.00
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	3072	6276	HOME DEPOT-EQUIP RE	0.00	57.20
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	3073	6215	AWWA-TOUR SUPPLIES	0.00	271.00
TOTAL CHECK									358.20
1020	194174	05/27/16	10280	MENARDS	3073	6264	SWITCH/9V BATTERIES	0.00	37.65
1020	194174	05/27/16	10280	MENARDS	3073	6264	MISC PVC PARTS/SPLY	0.00	110.46
TOTAL CHECK									148.11
1020	194195	05/27/16	10343	SERVICES, ETC.	3073	6225	SHIPPING SERVICES	0.00	102.73
1020	194201	05/27/16	10274	THOMPSON AUTO SUPPL	3073	6233	MISC AUTO SUPPLIES	0.00	503.20
1020	194201	05/27/16	10274	THOMPSON AUTO SUPPL	3073	6233	SERPENTINE BELT	0.00	24.50
TOTAL CHECK									527.70
1020	194206	05/27/16	10279	U.S. POST OFFICE	3073	6225	POSTAGE-WATER REPOR	0.00	1,871.87
1020	194207	05/27/16	13666	VESSEL INC	3073	6240	PULV TOPSOIL	0.00	598.00
1020	194209	05/27/16	10766	WATER PRODUCTS COMP	3073	6272	AFC HYD GATE VALVE	0.00	550.00
1020	194216	06/03/16	10019	ACTION SCREEN PRINT	3073	6255	PUBLIC WORKS T-SHIR	0.00	353.51
1020	194230	06/03/16	14300	ENGINEERING ENTERPR	3071	6440	ENG SVC-CHLORINE GE	0.00	221.25
1020	194233	06/03/16	11269	FRANK MARSHALL ELEC	3072	6340	WELL #11 SUMP PUMP	0.00	875.05

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FUND - 30 - WATER UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194237	06/03/16	10206	HACH COMPANY	3072	6258	MISC CHEMICALS	0.00	457.09
1020	194240	06/03/16	11404	INTERSTATE BATTERY	3073	6310	MT-78	0.00	193.90
1020	194249	06/03/16	10422	MCCANN INDUSTRIES I	3073	6255	5 BUCKLE BOOTS	0.00	386.72
1020	194251	06/03/16	10280	MENARDS	3073	6264	PVC PARTS	0.00	19.76
1020	194254	06/03/16	10459	MIDWEST METER INC	3073	6268	1/2" M-25 BRZ METER	0.00	7,068.96
1020	194257	06/03/16	14285	OFFICE DEPOT	3073	6230	TONER	0.00	65.90
1020	194267	06/03/16	10272	SAM'S CLUB DIRECT C	3073	6259	COFFEE	0.00	109.44
1020	194270	06/03/16	10344	SCHULHOF COMPANY	3073	6281	MISC PVC PARTS	0.00	187.53
1020	194283	06/03/16	10649	USA BLUE BOOK	3072	6340	UNION BALL VALVES	0.00	213.86
1020	194286	06/03/16	17397	WIN-911 SOFTWARE	3072	6355	ANNUAL SOFTWARE MAI	0.00	495.00
TOTAL CASH ACCOUNT								0.00	270,010.58
TOTAL FUND								0.00	270,010.58

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 ACCOUNTING PERIOD: 6/16

FUND - 31 - SEWER UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194042	05/20/16	10092	JPMORGAN CHASE BANK	3182	6264	POSTAGE EXPENSES	0.00	11.84
1020	194050	05/20/16	10280	MENARDS	3182	6315	MISC SUPPLIES	0.00	-14.04
1020	194050	05/20/16	10280	MENARDS	3182	6315	MISC SUPPLIES	0.00	19.21
TOTAL CHECK									5.17
1020	194051	05/20/16	15644	METHODWORKS	3182	6340	UV4000 MED PRESS LA	0.00	8,288.00
1020	194053	05/20/16	10557	NICOR GAS	3182	6260	938 FIRST ST	0.00	99.98
1020	194053	05/20/16	10557	NICOR GAS	3182	6260	1107 MCCLURG DR	0.00	32.94
1020	194053	05/20/16	10557	NICOR GAS	3182	6260	SS CANNON 1W CHALLE	0.00	25.39
1020	194053	05/20/16	10557	NICOR GAS	3182	6260	948 GOSSELIN CIR	0.00	25.84
1020	194053	05/20/16	10557	NICOR GAS	3182	6260	1497 W WILSON ST	0.00	25.84
1020	194053	05/20/16	10557	NICOR GAS	3182	6260	667 CARRIAGE RD	0.00	27.88
TOTAL CHECK									237.87
1020	194058	05/20/16	10460	JANA CRISCI - PETTY	3182	6264	BRKFST-EARLY CALL	0.00	20.00
1020	194062	05/20/16	16971	RJN GROUP INC	3183	6440	FLOW MONITORING/MOD	0.00	4,719.42
1020	194090	05/20/16	10197	GEMPLER'S, INC.	3182	6255	EAR PLUGS/SHOES	0.00	291.65
1020	194099	05/20/16	16643	KANE COUNTY TREASUR	3198	6602	RECVRY BOND INTERES	0.00	7,001.50
1020	194101	05/20/16	16859	LIBERTY PROCESS EQU	3182	6340	CDQ ROTOR	0.00	1,030.00
1020	194104	05/20/16	10610	NORTHERN TOOL & EQU	3182	6340	MISC SUPPLIES	0.00	44.28
1020	194107	05/20/16	13029	POLYDYNE, INC.	3182	6258	CLARIFLOC C-9545	0.00	2,835.00
1020	194113	05/20/16	12390	SUBURBAN LABORATORI	3182	6355	WWTP TESTING	0.00	541.20
1020	194119	05/27/16	10018	ACE HARDWARE-BATAVI	3182	6264	SINGLE CUT KEY	0.00	1.99
1020	194123	05/27/16	10378	ARAMARK	3182	6255	UNIFORM RENTAL-WW	0.00	152.00
1020	194126	05/27/16	10378	ARAMARK	3183	6255	UNIFORM RENTAL-SEWE	0.00	43.47
1020	194132	05/27/16	10045	AT & T	3182	6250	708 Z07-0116 680 7	0.00	5,851.48
1020	194143	05/27/16	10083	CINTAS FIRE PROTECT	3182	6260	EXTINGR INSPECTIONS	0.00	293.17
1020	194151	05/27/16	10184	FEECE OIL CO	3182	6315	CONOCO FLEET 15W40	0.00	109.44
1020	194158	05/27/16	10206	HACH COMPANY	3182	6238	MISC LAB SUPPLIES	0.00	245.77
1020	194158	05/27/16	10206	HACH COMPANY	3182	6238	NESSLER RGT EX ALK	0.00	50.95
TOTAL CHECK									296.72
1020	194160	05/27/16	13375	HYDRO-KINETICS CORP	3182	6340	AIR PUMP	0.00	407.90
1020	194160	05/27/16	13375	HYDRO-KINETICS CORP	3182	6340	AIR PUMPS	0.00	703.55
TOTAL CHECK									1,111.45

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FUND - 31 - SEWER UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194162	05/27/16	10242	ILLINOIS MUNICIPAL	3182	6210	APRIL SAFETY TRAINI	0.00	125.00
1020	194174	05/27/16	10280	MENARDS	3182	6315	DISTILLED WATER	0.00	15.84
1020	194197	05/27/16	12622	SOURCE ONE OFFICE P	3182	6230	LEGAL/NOTE PADS	0.00	36.57
1020	194198	05/27/16	10367	STANDARD EQUIPMENT	3183	6340	SWR CAMERA AXLE SEA	0.00	20.21
1020	194199	05/27/16	10345	STEINER ELECTRIC CO	3182	6340	CONN/GALV COUPLING	0.00	8.33
1020	194199	05/27/16	10345	STEINER ELECTRIC CO	3182	6340	CIRCUIT BREAKER	0.00	181.02
TOTAL CHECK								0.00	189.35
1020	194201	05/27/16	10274	THOMPSON AUTO SUPPL	3182	6315	OIL FILTER	0.00	27.33
1020	194201	05/27/16	10274	THOMPSON AUTO SUPPL	3182	6315	OIL FILTER/LUBE	0.00	54.18
TOTAL CHECK								0.00	81.51
1020	194204	05/27/16	10649	USA BLUE BOOK	3182	6340	ASCO SOLENOID VALVE	0.00	544.43
1020	194215	06/03/16	10018	ACE HARDWARE-BATAVI	3182	6264	FASTENERS	0.00	0.40
1020	194215	06/03/16	10018	ACE HARDWARE-BATAVI	3182	6264	ANCHOR SHACKLE	0.00	6.99
1020	194215	06/03/16	10018	ACE HARDWARE-BATAVI	3182	6264	LED FLASHLIGHT	0.00	24.99
TOTAL CHECK								0.00	32.38
1020	194216	06/03/16	10019	ACTION SCREEN PRINT	3182	6255	PUBLIC WORKS T-SHIR	0.00	307.66
1020	194217	06/03/16	13629	ADDISON ELECTRIC	3182	6340	PUMP STATION SVC CA	0.00	320.20
1020	194219	06/03/16	10825	ALLIED ELECTRONICS	3182	6340	COIL FOR PRESS BELT	0.00	29.41
1020	194220	06/03/16	10248	APEX INDUSTRIAL AUT	3182	6340	EXPLOSION PROOF MOT	0.00	240.00
1020	194223	06/03/16	16400	BATTERIES PLUS BULB	3182	6340	BATTERIES	0.00	27.97
1020	194224	06/03/16	10395	BOUND TREE MEDICAL,	3182	6261	AED BATTERY	0.00	291.00
1020	194234	06/03/16	10197	GEMPLER'S, INC.	3182	6255	SHIPPING SAVER	0.00	59.00
1020	194238	06/03/16	13375	HYDRO-KINETICS CORP	3182	6340	MINI CHECK VALVE	0.00	55.40
1020	194241	06/03/16	16251	IN THE SWIM	3182	6258	50 POUND GRANULAR	0.00	827.94
1020	194245	06/03/16	10480	LAI, LTD.	3182	6340	ROTOR	0.00	1,528.19
1020	194250	06/03/16	10377	MCMASTER-CARR SUPPL	3182	6340	SILICONE RBR TUBING	0.00	152.32
1020	194251	06/03/16	10280	MENARDS	3182	6315	ZINC VALVES/NOZZLES	0.00	15.95
1020	194251	06/03/16	10280	MENARDS	3182	6315	E RING 5/8"	0.00	0.58
1020	194251	06/03/16	10280	MENARDS	3182	6315	ROUNDUP WEED KILLER	0.00	27.68
1020	194251	06/03/16	10280	MENARDS	3182	6315	MISC SUPPLIES	0.00	54.93
TOTAL CHECK								0.00	99.14
1020	194254	06/03/16	10459	MIDWEST METER INC	3183	6268	1/2" M-25 BRZ METER	0.00	7,068.97

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FUND - 31 - SEWER UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	-----DESCRIPTION----	SALES TAX	AMOUNT
1020	194255	06/03/16	10557	NICOR GAS	3182	6260	1780 HUBBARD AVE	0.00	27.15
1020	194259	06/03/16	16398	PETERSEN PRODUCTS C	3182	6340	SEWER FLUSHER	0.00	990.00
1020	194263	06/03/16	16971	RJN GROUP INC	3183	6440	FIRST ST FLW MONITR	0.00	8,426.91
1020	194263	06/03/16	16971	RJN GROUP INC	3183	6473	METER PURCHASE	0.00	19,930.00
TOTAL CHECK								0.00	28,356.91
1020	194281	06/03/16	10494	TROTTER & ASSOCIATE	3181	6440	HDR INV# 277122-B	0.00	78,848.20
TOTAL CASH ACCOUNT								0.00	153,160.40
TOTAL FUND								0.00	153,160.40

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FUND - 33 - FLOOD/BLDG PROJECTS FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194034	05/20/16	15933	ENCAP INC	3334	6370	BRAEBURN MARSH MOWI	0.00	1,057.50
1020	194244	06/03/16	14258	KRAMER TREE SPECIAL	3334	6370	TREE & SHRUB REMOVA	0.00	13,258.00
1020	194284	06/03/16	15738	WBK ENGINEERING LLC	3334	6470	WARD 1 DRAINAGE DIS	0.00	425.66
TOTAL CASH ACCOUNT								0.00	14,741.16
TOTAL FUND								0.00	14,741.16

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FUND - 42 - DEERPATH BRIDGE REHAB

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194026	05/20/16	13946	CIVILTECH ENGINEERI	4242	6474	DEERPATH ENGINEERIN	0.00	959.39
TOTAL CASH ACCOUNT								0.00	959.39
TOTAL FUND								0.00	959.39

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FUND - 43 - STREET IMP. NON-MFT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194269	06/03/16	17939	SCHROEDER & SCHROED	4347	6471	SIDEWALK PROGRAM EX	0.00	122,518.30
TOTAL CASH ACCOUNT								0.00	122,518.30
TOTAL FUND								0.00	122,518.30

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ACCOUNTING PERIOD: 6/16

FUND - 48 - CITY HALL CAPITAL IMPROVE

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194170	05/27/16	17937	KLAUCENS AND ASSOCI	4848	6472	ROOF TOP UNIT DOCUM	0.00	5,000.00
TOTAL CASH ACCOUNT								0.00	5,000.00
TOTAL FUND								0.00	5,000.00

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FUND - 61 - TRUST & AGENCY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194168	05/27/16	10092	JPMORGAN CHASE BANK	61	1916	BIKINGBATAVIA HOSTI	0.00	19.99
1020	194243	06/03/16	12103	J.C. SCHULTZ ENTERP	61	1904	150 YEAR BANNERS	0.00	95.00
TOTAL CASH ACCOUNT								0.00	114.99
TOTAL FUND								0.00	114.99

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FUND - 71 - PW CAPITAL DEVL

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORGANIZATION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1020	194265	06/03/16	17326	RUSH TRUCK CENTERS	7137	6450	2017 INTL 7400 TRUC	0.00	75,992.00
TOTAL CASH ACCOUNT								0.00	75,992.00
TOTAL FUND								0.00	75,992.00
TOTAL REPORT								0.00	4,740,307.99

CITY OF BATAVIA

DATE: May 19, 2016
TO: Committee of the Whole-CD
FROM: Joel Strassman, Planning and Zoning Officer
SUBJECT: Ordinance 16-35: Amending the Text of the Zoning Code, Title 10 of the City Code

Summary: On May 18, 2016, the Plan Commission conducted a public hearing to review proposed amendments to three Chapters of the Zoning Code. These amendments address setbacks for R1-H single family residences, and for accessory structure setbacks in the R1-H, R1-M, and R2 zoning districts. Additionally, the Zoning Board of Appeals (ZBA) would like to follow the Plan Commission's lead of allowing officers (Chair and Vice-Chair) to be elected to successive terms of office that requires the Zoning Code to be amended accordingly. The Plan Commission recommended approval of these changes at the Public Hearing. The attached draft Ordinance is presented for review by, and recommendation from the Committee of the Whole (COW).

Background: Recently the Zoning Board of Appeals (ZBA) has recommended, and the City Council has approved variances for reduced single family residence setbacks in the R1-H District and for single family accessory structures. The current interior side setbacks of 10 feet on one side and 5 feet on the other for residences in the R1-H District is the only zoning district that has different interior side setbacks. Applying the proposed 7.5 feet on each side would be simpler to use while preserving each lot's buildable width. The proposed change for accessory structure interior side and rear setbacks from the current 5 feet to 3 feet in the R1-H and R1-M Districts would restore the setbacks allowed for "infill lots" (mostly found in these 2 zoning districts) under the previous Zoning Regulations. Duplex residences often have private rear yards that can accommodate accessory structures. Currently, the R2 District limits accessory structures other than garages to the building envelope for the principal structure (the residences). Detached garages may be located a bit closer to the side and rear property lines.

Another Zoning Code change is proposed to accommodate the ZBA's desire to allow its officers to be elected to successive terms. The Zoning Code does not allow this. The Plan Commission recently amended its by-laws to allow this; the Zoning Code does not specify Commission officer terms. Having matching ZBA and Commission officers' terms simplifies their joint meetings. For a complete background on the issues and all proposed Code changes, please see the attached staff report to the Plan Commission.

No audience members spoke at the hearing. The Commission felt that the proposed setback changes would allow for more residential improvement opportunities consistent with recent City Council variance actions. Having alignment of Board and Commission officer terms allows for such officers to gain and use their experience and for more expedient joint meetings. The Commission recommended City Council approval of the proposed Zoning Code amendments

Alternatives: The City Council can approve or deny the Ordinance as presented, propose changes to the Ordinance, remand the changes back to the Commission for further review, or take no action.

- **Pros** – The proposed amendments will adjust the Zoning Code to be in line with recent City Council variance approvals and allow for reasonable accessory structures on duplex properties. The amendments will also help the ZBA operate more effectively and efficiently.
- **Cons** – Staff has not identified any negative circumstances with the proposed action.

- **Budget Impact** – None.
- **Staff Impact** – None.

Timeline for Actions: With a COW recommendation, Ordinance 16-35 will be placed on the City Council agenda for final action on June 6th. This will allow the ZBA to elect officers at their June 15th meeting

Recommendations: By a vote of 5-0, the Batavia Plan Commission recommended approval of the Zoning Code text amendments, as presented.

Ordinance 16-35 is drafted in accordance with the Commission’s recommendation, therefore, staff recommends the COW recommend approval of Ordinance 16-35 as presented.

Attachments

1. Draft Ordinance 16-35: Amending the Text of the Zoning Code
2. Staff Report to the Plan Commission, Including redlined Zoning Code Sections to be Amended

- c Mayor and City Council
Department Heads
Media

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-35
AMENDING THE CITY OF BATAVIA ZONING CODE
TITLE 10 OF THE CITY CODE**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
THIS 6TH DAY OF JUNE, 2016**

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This 7th day of June, 2016

Prepared by:
City of Batavia
100 N. Island Ave.
Batavia, IL 60510

CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-35
AMENDING THE CITY OF BATAVIA ZONING CODE
TITLE 10 OF THE CITY CODE

WHEREAS, the City of Batavia's Zoning Code (City Code Title 10) contains definitions and provisions relating to the use and development of land in the City of Batavia; and

WHEREAS, said provisions have been reviewed and it has been determined that these and certain other provisions, and requirements should be amended in order to better regulate the use and development of land in the City of Batavia; and

WHEREAS, public notice of proposed amendments to Title 10 of the Batavia City Code was duly given and published as required by law; and

WHEREAS, the Plan Commission of the City of Batavia did, on May 18, 2016 conduct a public hearing with respect to proposed amendments that would accomplish the appropriate changes to Title 10, and voted to recommend approval of said amendments to Title 10 of the City Code to the City Council's Committee of the Whole; and

WHEREAS, the City Council of the City of Batavia has received the recommendation of both the Batavia Plan Commission and the Committee of the Whole, and has considered same; and

WHEREAS, it is in the best interests of the City of Batavia and its residents that the proposed Ordinance be adopted by the City Council of the City of Batavia.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Batavia, Kane and DuPage Counties, Illinois:

SECTION 1: That the City of Batavia Zoning Code (Title 10 of the City Code) is hereby amended in conformance with the terms of this Ordinance.

SECTION 2: That the City of Batavia Zoning Code, Chapter 2.1: Single Family Residential Districts, is hereby amended by providing new interior side setbacks in the R1-H District and new interior side and rear setbacks for accessory structures in the R1-H and R1-M Districts in Table 2.104, with Table 2.104 to be amended as stated in Exhibit "A" attached hereto.

SECTION 3: That the City of Batavia Zoning Code, Chapter 2.2: Multi-Family Residential Districts, is hereby amended to accommodate accessory structures in Table 2.204 and Section 2.205.A.1 as stated in Exhibit "B" attached hereto.

SECTION 4: That the City of Batavia Zoning Code, Chapter 5.1: Planning Administration is hereby amended to allow Zoning Board of Appeals Officers to be elected to successive terms, with Section 5.104.A to state as follows:

A. *Creation, Membership and Officers.* The seven members of the Plan Commission shall serve as the Zoning Board of Appeals. One of the members of the ZBA shall be named by

CITY OF BATAVIA ORDINANCE 16-35

the Mayor as chair at the time of his or her appointment. The chair shall serve for two years, at which time the ZBA shall elect a chair from its membership. The ZBA shall elect a vice-chair from its membership. Officers shall serve two year terms, and shall not serve for more than three consecutive terms.

SECTION 5: That this Ordinance 16-35 shall be in full force and effect upon its presentation, passage and publication according to the law.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 6th day of June, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 6th day of June, 2016.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Fischer				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstention(s)					
Total holding office:		Mayor and 14 aldermen								

ATTEST:

Heidi Wetzel, City Clerk

Exhibit A

Table 2.104: Lot Development Regulations – Single Family Residential Districts					
Standards	R0	RI-L	RI-M	RI-H	Additional Regulations
Minimum Lot Area (sq. ft.)	14,000	9,500	7,200	5,000	
Minimum Lot Width (ft.)	95	80	60	45	
Maximum Height (ft.)					
<i>House</i>	35	35	30	30	
<i>Accessory Structure</i>	25	25	25	25	
Maximum Floor Area Ratio (FAR)	0.35	0.40	0.45	0.50	
Front Setback (ft.)					
<i>House</i>	30	30	25	20	
<i>Attached Garage</i>	(A)	(A)	(A)	(B)	See 2.106.J
Rear Setback (ft.)	30	30	30	25	
Interior Side Setback (ft.)	15	12	10	7.5 (L1)	
Corner Side Setback (ft.)	30	30	12	10	
Accessory Structure Setbacks (ft.)					See 2.106.A
<i>Front</i>	30	30	30	30	(C)
<i>Rear</i>	10	6	3	3	(D)
<i>Interior Side</i>	10	6	3	3	(D)
<i>Corner Side</i>	30	30	12	10	
<i>Principal Structure</i>	10	10	10	10	(E)
Maximum Percentage of Building Frontage as Garage with Vehicle Door(s)	50	50	50	50	(F)
<p>(A) Attached garages shall be set back a minimum of 6 feet from the front plane of the house.</p> <p>(B) Attached garages shall be set back a minimum of 12 feet from the front plane of the house.</p> <p>(C) Detached garages shall be located at least 6 feet behind the front plane of the principal structure</p> <p>(D) Rear and interior side setbacks shall be increased by 1 foot for each 2 feet or fraction thereof in excess of 15 feet in height.</p> <p>(E) Structure may be located closer in compliance with applicable Building and Fire codes</p> <p>(F) Unroofed porches wider than the enclosed building shall be excluded from the width of the building frontage</p> <p>(L1) Interior side setbacks on corner lots shall be a minimum of 5 feet</p>					

Exhibit B

Table 2.204: Site Development Regulations–Multi-Family Residential Districts					
Standards	R2	R3	R4	R5	Additional Regulations
Minimum Parcel Area (sq. ft.)	10,000	15,000	20,000	87,120	
Minimum Net Land Area per Unit (sq. ft.)	5,000	4,375	2,333	1,750	
Maximum Net Land Area per Unit (sq. ft.)	10,000	7,000	4,375	2,333	
Maximum Height (ft.)	35	35	40	45	
Building Step-back	0	0	0	10' at 3 rd floor	
Minimum Perimeter Building Setbacks (ft.)					
Front	25	25	30	40	
Side (Corner)	25	25	30	40	
Side (Single and Two Family Residential)	10	15	30	40	
Side (Multi-Family and Non-residential)	10	15	20	30	
Rear (Single and Two Family Residential)	25	20	30	40	
Rear (Multi-Family and Non-residential)	30	25	20	30	
Minimum Perimeter Accessory Structure Setbacks (ft.)					
Front	25	See Section 2.205.A.1	See Section 2.205.A.1	See Section 2.205.A.1	
Corner Side	25				
Interior Side	5				
Rear	5				
Minimum Perimeter Landscape Area (depth in ft.)					
Front	20	20	20	20	
Side (Corner)	20	20	20	20	
Side (Single and Two Family Residential)	--	15	15	15	
Side (Multi-Family and Non-residential)	--	15	20	20	
Rear	20 (LI)	20	20	20	
Separation Between Buildings (ft.)					
Single story		15	15	20	
Two story		20	25	25	
Three story		20	25	25	
Building Setback to Parking (ft.)		10	10	10	See Section 4.203.N
Off-Street Parking and Loading					(A)
Private Open Space (sq. ft.)		80	60	60	(B)

Standards	R2	R3	R4	R5	Additional Regulations
Common Open Space (minimum)		50% of net site area	45% of net site area	40% of net site area	(C)
Common Open Space Landscaping		1 tree/unit	1 tree/unit	1 tree/unit	(C)
Landscaping (Perimeter & Public Street Frontages)		Perimeter & Public Street Frontages: 1 tree/40 linear ft.			(D)
Exterior Lighting Standards (ft.)	15	15	15	20	See Section 4.103
(A)	Parking for Multi-Family Buildings. In the R4 and R5 zoning districts, a minimum of 25 percent of required parking shall be in enclosed buildings.				
(B)	Private Open Space. Each unit shall contain an exterior private open space. The minimum dimension of private open space is 6 feet. Private open space shall be covered and screened by a barrier fence or wall a minimum of 4 feet in height. Ground floor private open space may be screened by a fence or wall exceeding 4 feet, but no more than 8 feet in height. Screen walls or fences shall be a minimum 50 percent opacity.				
(C)	Common Open Space Amenities. Common open space shall contain the following amenities: 1. One enclosed community facility of at least 1,000 square feet for developments of 100 units or more; 2. One children’s play area of at least 600 square feet with play equipment, located outside of stormwater management areas. Age-restricted developments are exempt from this requirement.				
(D)	Street Frontage Landscape. Unless otherwise permitted by the Zoning Code, street frontage landscape areas shall not contain parking areas, buildings, fences, parking screen walls or other permanent improvements other than sidewalks, permitted signs, stormwater management areas and lighting.				
(LI)	Accessory structures may be located in the Perimeter Landscape Area				

2.201 Additional Use and Development Regulations

- A. **Accessory Structures.** Accessory structures shall comply with the following regulations:
1. **Location.**
 - a. Accessory structures may be located anywhere within the building envelope, and in other areas in the R2 District as specified in Table 2.204.
 - b. In the R3, R4, and R5 Districts, parking canopies and garages shall be set back a minimum of 10 feet from nonresidential and multi-family residential zoning districts or properties designated as nonresidential or multi-family in the Comprehensive Plan.
 - c. In the R3, R4, and R5 Districts, parking canopies and garages shall be set back a minimum of 20 feet from single family residential zoning districts or properties designated as single family residential in the Comprehensive Plan.

CITY OF BATAVIA

DATE: May 12, 2016
TO: Plan Commission
FROM: Joel Strassman, Planning and Zoning Officer
SUBJECT: PUBLIC HEARING - Amendments to the Text of the Zoning Code
Chapter 2.1: Single Family Residential Districts
Chapter 2.2: Multi-Family Residential Districts
Chapter 5.1: Planning Administration

Background

A May 18th public hearing is set to review proposed Zoning Code amendments related to items staff has encountered through the administration of the Zoning Code. Recent variance applications have sought and have received reductions in setbacks for single family residences and accessory structures. The proposed amendments address these situations. Another proposed amendment would clarify term limits for Zoning Board of Appeals (ZBA) officers.

Summary of Proposed Text Amendments

Chapter 2.1 Single Family Residential District -Table 2.105: Lot Development Regulations

Residence Setback: In the current Zoning Code residences in the R1-H District require one side setback of at least 10 feet (including corner side setback) with the other side setback of at least 5 feet. This is the only zoning district that requires different interior side setback widths. While this can provide flexibility, it does not address well existing residences that lack a side setback of 10 feet. To better accommodate these existing situations while retaining the allowed buildable width of R1-H properties, staff is recommending that each interior side setback be 7.5 feet, with the interior side setback on corner lots being 5 feet.

Accessory Structure Setbacks: When adopted in 2010, the Zoning Code increased the required interior side and rear setbacks on many of the older single family properties to 5 feet from 3 feet allowed previously. Staff is seeking to restore the previous setback for most of these older properties that are now zoned R1-H and R1-M Single Family Medium Density. Roof overhangs on accessory structures effectively would need to be set back 3 feet.

Chapter 2.2 Multi-Family Residential Districts

Currently, accessory structures may be located only in the principal structure building envelope. Staff feels that detached garages on duplex properties zoned R2 can reasonably be located in the rear and side setback areas, with a minimum setback of 5 feet. Staff has drafted such regulations.

Chapter 5.1: Planning Administration

Zoning Code Section 5.104.A prohibits ZBA Chair and Vice-Chair from being reelected. Staff is proposing amending this Section to be consistent with the ZBA's desire for officer terms as established with the recently amended ZBA By-Laws. This Section is proposed to specify that officers may be elected to up to 3 consecutive 2-year terms.

Below are excerpts from the Zoning Code showing the proposed amendments to Chapters 2.1 and 5.1. Proposed Amendments to Chapter 2.2 are attached.

Staff Recommendation

Staff recommends the Plan Commission open and conduct the public hearing. The Commission should then discuss the proposed amendments. Once discussion has concluded, the Commission may provide further direction for staff to research or prepare additional language for consideration. The Commission may elect to keep the Hearing open to gather additional information. Otherwise, the hearing may be closed and a recommendation may be made to the Committee of the Whole.

- c Mayor and City Council
 - Department Heads
 - Media

Attachment: Draft Chapter: 2.2 Multi-Family Residential Districts

Standards	R0	RI-L	RI-M	RI-H	Additional Regulations
Minimum Lot Area (sq.ft.)	14,000	9,500	7,200	5,000	
Minimum Lot Width (ft.)	95	80	60	45	
Maximum Height (ft.)					
House	35	35	30	30	
Accessory Structure	25	25	25	25	
Maximum Floor Area Ratio (FAR)	0.35	0.40	0.45	0.50	
Front Setback (ft.)					
House	30	30	25	20	See 2.106.J
Attached Garage	(A)	(A)	(A)	(B)	
Rear Setback (ft.)	30	30	30	25	
	15	12	10	5-one-side 10-one side7.5 (LI)	
Interior Side Setback (ft.)					
Corner Side Setback (ft.)	30	30	12	10	
Accessory Structure Setbacks (ft.)					See 2.106.A
Front	30	30	30	30	(C)
Rear	10	6	53	53	(D)
Interior Side	10	6	53	53	(D)
Corner Side	30	30	12	10	
Principal Structure	10	10	10	10	(E)
Maximum Percentage of Building Frontage as Garage with Vehicle Door(s)	50	50	50	50	(F)
(A) Attached garages shall be set back a minimum of 6 feet from the front plane of the house. (B) Attached garages shall be set back a minimum of 12 feet from the front plane of the house. (C) Detached garages shall be located at least 6 feet behind the front plane of the principal structure (D) Rear and interior side setbacks shall be increased by 1 foot for each 2 feet or fraction thereof in excess of 15 feet in height. (E) Structure may be located closer in compliance with applicable Building and Fire codes (F) Unroofed porches wider than the enclosed building shall be excluded from the width of the building frontage (LI) Interior side setbacks on corner lots shall be a minimum of 5 feet					

5.104 Zoning Board of Appeals

The Zoning Board of Appeals of the City of Batavia (ZBA) is established pursuant to Illinois Compiled Statutes.

- A. *Creation, Membership and Officers.* The seven members of the Plan Commission shall serve as the Zoning Board of Appeals. One of the members of the ZBA shall be named by the Mayor as chair at the time of his or her appointment. The chair shall serve for two years, at which time the ZBA shall elect a chair from its membership. The ZBA shall elect a vice-chair from its membership. Officers shall serve two year terms, and shall not ~~serve for more than three consecutive terms, succeed themselves.~~ serve for more than three consecutive terms.

Chapter 2.2: Multi-Family Residential Districts

Sections:

- 2.201 Purposes
- 2.202 Multi-Family Residential Districts
- 2.203 Land Use Regulations
- 2.204 Site Development Regulations
- 2.205 Additional Use and Development Regulations

2.201 Purposes

The purposes of multi-family residential districts established in this chapter are to:

- A. Provide for multi-family residential uses in appropriate locations;
- B. Provide for a variety of housing opportunities;
- C. Establish reasonable regulations to create and preserve quality higher density living environments; and
- D. Provide for appropriate transitions to other uses.

2.202 Multi-Family Residential Districts

The multi-family residential districts are:

R2 (Two Family Residential). This district permits two family residences, either in a side by side or stacked configuration.

R3 (Multi-Family Low Density). This district permits multi-family housing at densities of approximately 5-8 dwelling units per acre.

R4 (Multi-Family Medium Density). This district permits multi-family housing at densities of approximately 8-14 dwelling units per acre.

R5 (Multi-Family High Density). This district permits multi-family housing at densities of approximately 14-25 dwelling units per acre.

2.203 Land Use Regulations

- A. ***Regulations.*** Table 2.203: Land Use Regulations – Multi-Family Residential Districts sets forth the land use regulations for multi-family residential districts. The regulations for each district are established by letter designations as follows:

"P" designates permitted uses.

"L" designates uses that are permitted subject to certain limitations. Number designations refer to the limitations listed at the bottom of Table 2.203: Land Use Regulations – Multi-Family Residential Districts.

"T" designates uses that are permitted to be conducted for a temporary period of time. Time limitations are listed in Table 4.509: Temporary Uses.

"A" designates uses that require an Administrative Use Permit pursuant to Chapter 5.4: Use Permits.

"C" designates uses that require a Conditional Use Permit pursuant to Chapter 5.4: Use Permits.

- B. **Unlisted Uses.** Uses are defined in Chapter 6: Use Definitions. If a proposed use is not listed in the Use Definitions, the Planning and Zoning Officer shall determine if the proposed use is substantially similar to a permitted use; in that event, the Planning and Zoning Officer shall assign the proposed use to a permitted use definition.
- C. **Prohibited Uses.** Uses not listed in Table 2.203: Land Use Regulations – Multi-Family Residential Districts below, or not assigned to a Use Definition pursuant to Section 2.203B: Unlisted Uses, are prohibited.
- D. **Additional Use and Development Regulations.** Additional use and development regulations for multi-family residential districts are set forth in Section 2.205: Additional Use and Development Regulations.

Table 2.203: Land Use Regulations – Multi-Family Residential Districts					
Use Classification	R2	R3	R4	R5	Additional Regulations
Amateur Radio Facilities	P, LI	P, LI	--	--	See Chapter 4.8
Bed and Breakfast Homes	C	C	--	--	In single family detached structures only
Carnival	T	T	T	T	See Title 3-4
Child Day Care, Home Occupation	P, LI	P, LI	P, LI	P, LI	See Section 4.503
Congregate Living Facility	--	--	C	C	
Day Care Home	C	C	--	--	
Garage Sales	T	T	T	T	See Section 4.509
Group Home	P	P	--	--	
Home Occupation	P	P	P	P	See Section 4.502
Homeowner Association Facilities	P	P	P	P	
Laundry Services	--	--	P, LI	P, LI	
Mobile Home Park	--	C	C	--	See Title 3-9
Model Home	T	T	T	T	See Section 4.511
Nursing Home	--	--	C	C	
Over-The-Air Reception Device	P	P	P	P	See Chapter 4.8
Religious Assembly	C, L2	C, L2	C, L2	C, L2	

Use Classification	R2	R3	R4	R5	Additional Regulations
Residential, Permanent					
<i>Single Family, Detached</i>	P	P	--	--	
<i>Single Family, Attached (Duplex)</i>	P	P	--	--	
<i>Multi-Family</i>	--	P	P	P	
<i>Townhouse</i>	--	P	P	--	
Satellite Dish Antenna, Large	P, L1	P, L1	P, L1	P, L1	See Chapter 4.8
Schools, Public or Private	C, L2	C, L2	C, L2	C, L2	
Senior Housing	P	P	P	P	
Utilities					
<i>Facilities</i>	A	A	A	A	
<i>Well Site</i>	A	A	A	A	
L1: Only as a use incidental to the principal use of the property L2: Public and Private Schools and Religious Assembly Uses are permitted as separate structures, but not permitted in multi-family residential structures					

2.204 Site Development Regulations

Table 2.204: Site Development Regulations – Multi-Family Residential Districts, sets forth the site development regulations for multi-family residential districts, which are in addition to the regulations set forth in Section 2.205: Additional Use and Development Regulations and Chapter 4. Letter designations in the Additional Regulations column refer to regulations that follow Table 2.204: Site Development Regulations.

Standards	R2	R3	R4	R5	Additional Regulations
Minimum Parcel Area (sq. ft.)	10,000	15,000	20,000	87,120	
Minimum Net Land Area per Unit (sq. ft.)	5,000	4,375	2,333	1,750	
Maximum Net Land Area per Unit (sq. ft.)	10,000	7,000	4,375	2,333	
Maximum Height (ft.)	35	35	40	45	
Building Step-back	0	0	0	10' at 3 rd floor	
Minimum Perimeter Building Setbacks (ft.)					
Front	25	25	30	40	
Side (Corner)	25	25	30	40	
Side (Single and Two Family Residential)	10	15	30	40	
Side (Multi-Family and Non-residential)	10	15	20	30	
Rear (Single and Two Family Residential)	25	20	30	40	
Rear (Multi-Family and Non-residential)	30	25	20	30	

Table 2.204: Site Development Regulations – Multi-Family Residential Districts					
Standards	R2	R3	R4	R5	Additional Regulations
Minimum Perimeter Accessory Structure Setbacks (ft.)					
Front	25	See Section 2.205.A.1	See Section 2.205.A.1	See Section 2.205.A.1	
Corner Side	25	2.205.A.1	2.205.A.1	2.205.A.1	
Interior Side	5				
Rear	5				
Minimum Perimeter Landscape Area (depth in ft.)					
Front	20	20	20	20	
Side (Corner)	20	20	20	20	
Side (Single and Two Family Residential)	--	15	15	15	
Side (Multi-Family and Non-residential)	--	15	20	20	
Rear	20 (LI)	20	20	20	
Separation Between Buildings (ft.)					
Single story		15	15	20	
Two story		20	25	25	
Three story		20	25	25	
Building Setback to Parking (ft.)		10	10	10	See Section 4.203.N
Off-Street Parking and Loading					(A)
Private Open Space (sq. ft.)		80	60	60	(B)
Common Open Space (minimum)		50% of net site area	45% of net site area	40% of net site area	(C)
Common Open Space Landscaping		1 tree/unit	1 tree/unit	1 tree/unit	(C)
Landscaping (Perimeter & Public Street Frontages)		Perimeter & Public Street Frontages: 1 tree/40 linear ft.			(D)
Exterior Lighting Standards (ft.)	15	15	15	20	See Section 4.103
<p>(A) Parking for Multi-Family Buildings. In the R4 and R5 zoning districts, a minimum of 25 percent of required parking shall be in enclosed buildings.</p> <p>(B) Private Open Space. Each unit shall contain an exterior private open space. The minimum dimension of private open space is 6 feet. Private open space shall be covered and screened by a barrier fence or wall a minimum of 4 feet in height. Ground floor private open space may be screened by a fence or wall exceeding 4 feet, but no more than 8 feet in height. Screen walls or fences shall be a minimum 50 percent opacity.</p> <p>(C) Common Open Space Amenities. Common open space shall contain the following amenities:</p> <ol style="list-style-type: none"> One enclosed community facility of at least 1,000 square feet for developments of 100 units or more; One children’s play area of at least 600 square feet with play equipment, located outside of stormwater management areas. Age-restricted developments are exempt from this requirement. <p>(D) Street Frontage Landscape. Unless otherwise permitted by the Zoning Code, street frontage landscape areas shall not contain parking areas, buildings, fences, parking screen walls or other permanent improvements other than sidewalks, permitted signs, stormwater management areas</p>					

Table 2.204: Site Development Regulations – Multi-Family Residential Districts					
Standards	R2	R3	R4	R5	Additional Regulations
and lighting.					
(L1) Accessory structures may be located in the Perimeter Landscape Area					

2.205 Additional Use and Development Regulations

- A. **Accessory Structures.** Accessory structures shall comply with the following regulations:
 - 1. **Location.**
 - a. Accessory structures may be located anywhere within the building envelope, [and in other areas in the R2 District as specified in Table 2.204.](#)
 - b. [In the R3, R4, and R5 Districts,](#) parking canopies and garages shall be set back a minimum of 10 feet from nonresidential and multi-family residential zoning districts or properties designated as nonresidential or multi-family in the Comprehensive Plan.
 - c. [In the R3, R4, and R5 Districts,](#) parking canopies and garages shall be set back a minimum of 20 feet from single family residential zoning districts or properties designated as single family residential in the Comprehensive Plan.
 - 2. **Maximum Height.** The maximum height of accessory structures shall be 15 feet.
- B. **Gated Facility Entrances.** A minimum of 40 feet of vehicle queuing area shall be provided behind each security control point. The minimum width of the vehicular entry shall be 20 feet in width. A vehicular turn-around area shall be provided between the control point and the security gate. The vehicular turn-around area shall have a minimum interior turning radius of 35 feet and an exterior turning radius of 55 feet.
- C. **Recreational Vehicles on Residential Lots.** Recreational Vehicles owned by the occupant of a developed R2: Two Family Residential lot or parcel may be kept on the property. Recreational Vehicles shall be kept entirely over a hard surface of asphalt, concrete or pavers accessible by a continuous driveway to the curb or edge of street pavement. A Recreational Vehicle cannot be located closer than 5 feet from the rear or interior side property line. Recreational Vehicles on other Multi-Family Residential Zoning District lots are prohibited on commonly shared parking lots or driveways, unless parked in a location designated for Recreational Vehicles on an approved Design Review Plan.

- D. **Utility Vehicles on Residential Lots.** Utility Vehicles owned by the occupant of a developed Residential lot or parcel may be kept on a residentially zoned property when entirely over a hard surface of asphalt, concrete or pavers and not in the front or corner side setback areas. Utility Vehicles may be parked on a residentially zoned property entirely over a hard surface in the front or corner side setback area only on a driveway or Additional Parking space (per Section 4.203.X) for a period not to exceed 48 hours when being loaded, unloaded, or serviced. Recreational Vehicles shall remain unoccupied while on a Residential lot.
- E. **Access to Nonresidential Property.** Use of multi-family zoned property to provide primary vehicular access to a nonresidential use is prohibited.
- F. **Storage, Outdoor.** Outdoor storage, as defined in Chapter 7 of this code, is prohibited.
- G. **Play Equipment.** Play Equipment is a permitted structure and not subject to the issuance of a building permit. Play Equipment shall:
1. not be placed in an easement,
 2. not be located in a Front or Corner Side Setback area,
 3. be located a minimum of five feet from all lot lines.
- H. **Large Refuse Receptacles.** Large refuse receptacles, as defined in this code, are permitted on a residentially zoned property. Large Refuse Receptacles may be placed:
1. on a driveway or other hard surface for a period not to exceed 14 days.
 2. on a driveway or other hard surface for a period greater than 14 days when used in conjunction with an active building permit.
 3. on properties containing multi-family residences, other than Two Family Residences, for a period greater than 14 days solely in accordance with regulations set forth in Section 4.106: Refuse and Recycling Enclosures.

CITY OF BATAVIA

MEMO TO: William R. McGrath
City Administrator

FROM: Gary J. Schira
Chief of Police



DATE: May 17, 2016

**SUBJECT: Class B-5 Liquor License Application for Shell of Batavia
108 North Batavia Avenue, Batavia, Illinois**

The Batavia Police Department conducted an investigation and background check (Report #16-9412) to determine whether the corporation (HM1 Corporation.), d.b.a Shell of Batavia located at 108 N. Batavia Avenue and the corporate officer (President – Hardik Methta) might be suitable to receive a Class B-5 Liquor License in the City of Batavia. We have found no problems which would preclude the corporation or corporate officer from receiving a Class B-5 Package Liquor Sales at Gas Stations as of this date.

I would ask that this be put on the COW agenda of Tuesday, May 24, 2016 and then the City Council Agenda on June 6, 2016 for final approval.

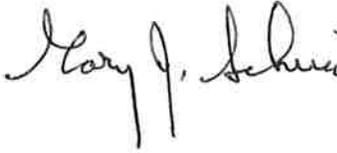
Should you have any questions in this regard, please contact me.

Copy to: Liquor File
Deputy Chief Autenrieth
Detective Bretz

CITY OF BATAVIA

MEMO TO: William R. McGrath
City Administrator

FROM: Gary J. Schira
Chief of Police



DATE: May 17, 2016

SUBJECT: **Class B-5 Liquor License Application for Citgo Alexander Divya Gasoline
Located at 200 E. Fabyan Parkway, Batavia, Illinois**

The Batavia Police Department conducted an investigation and background check (Report #16-9420) to determine whether the corporation (Alexander Divya Gasoline, Inc.) d.b.a Citgo located at 200 E. Fabyan Parkway and the corporate officer (President – Gaurang Patel) might be suitable to receive a Class B-5 Liquor License in the City of Batavia. We have found no problems which would preclude the corporation or corporate officer from receiving a Class B-5 Package Liquor Sales at Gas Stations as of this date.

I would ask that this be put on the COW agenda of Tuesday, May 24, 2016 and then the City Council Agenda on June 6, 2016 for final approval.

Should you have any questions in this regard, please contact me.

Copy to: Liquor File
Deputy Chief Autenrieth
Detective Bretz

CITY OF BATAVIA

DATE: May 25, 2016
TO: Committee of the Whole – May 31, 2016
FROM: Andrea M. Podraza, P.E. – Senior Civil Engineer
SUBJECT: **-Resolution 16-52-R - Authorizing execution of the agreement with Conservation Foundation relating to Maintenance of Windmill Lakes Detention Area**

The Conservation Foundation (TCF) and City of Batavia (COB) have an existing maintenance agreement for Windmill Lakes Detention Basin. The agreement gives TCF authority to manage the basin on COB's behalf. The initial agreement (Res 10-71-R) between the two parties only went from June 2011 until June 2014; not the full 5 years as the maintenance agreement language suggested. In November 2014 we brought this back to Committee to extend the original agreement to June 2016 (Res 14-131-R) and modified the agreement language to reflect the process that was in place. The original 5 year timeframe since implementation and rehabilitation of this basin occurred is approaching at the end of June. Staff is reviewing this agreement again to reestablish terms for the next 5-years. The ending date of the agreement was the only thing that has been revised to the agreement since the last one. Both the City and TCF have agreed to the end date of December 31st each year to coincide better with a growing season instead to having it renew right in the middle. The new agreement will be in effect until December 31, 2016.

History:

Back in July 2010, the City met with Holy Cross Church (HCC), Main South Limited (MSL), and TCF, to discuss the annual fees for maintenance of the basin by the City. We discussed options on how to move forward with the maintenance. The main concern for both parties, Holy Cross and Main South Ltd., is for signing onto the maintenance responsibilities into perpetuity at a set amount from today's date with an annual increase without knowing what will happen after the facility is constructed. We collectively agreed back in 2010 that a 5-year agreement with each party, MSL and HCC, paying their respective amounts based on percentage as previously discussed would be established. The original agreement stated that it began September 1, 2010 but construction did not start until spring of 2011 with the plantings of the basin being completed in June 2011. After the initial 5-year period, which is set to expire in the summer of 2016, we would revisit maintenance costs and work out a continuation of the previous agreement. That agreement got the project started, utilizing the available funds, establishing the facility and helped resolve the environmental issues in their previous state. According to TCF at that time most basin maintenance fees are reduced after a facility has been stabilized and all plantings have taken root, which typically occurs within 2-3 growing seasons.

Currently the administrative owner of the Windmill Lakes Center is tied to the Golden Corral property, therefore no one has been paying into the fund for maintenance for over 19 months. The church paid a lump sum payment for 5 years at the beginning and it was in the original agreement that they would just pay for that initial time period. Currently the City is talking with the owners in the Windmill Lakes Center and have been unsuccessful in having them form an Owners Association. If an Owners Association is not formed the only recourse the City has to receive payment for the basin maintenance is implementing an SSA, besides liening the property



for current overdue fees, but in the meantime the Council should be prepared for the City to have to pay to maintain the site. The Conservation Foundation has solicited for bids for the upcoming season and prorated rates for the next 5 seasons (2016 to 2020) and have estimated \$19,400 for management and \$5800 for burning and erosion control measures/issues. The City should be ready to fund this if no headway is made with the current owners.

At this time Staff is looking to extend another agreement for 5 years for management and maintenance and make the agreement follow a calendar year schedule.

Please find attached:

- Resolution 16-52-R - Authorizing execution of the Agreement with the Conservation Foundation relating to the Maintenance of Windmill Lakes Detention Area**
- **Agreement between The City of Batavia and The Conservation Foundation, Exh 1**
- **Windmill Lakes 2016 Management Plan, Long-Term Management Plan, and Cost Estimates (prepared by ENCAP, Inc.), Exh A**
- **Windmill Lakes Extended 2 year contract with The Conservation Foundation, Exh B**
- **Windmill Lakes Original 3 year contract with The Conservation Foundation, Exh C**

Recommended Action:

Staff recommends the Committee of the Whole approve:

1. Resolution 16-52-R the agreement with Conservation Foundation relating to Maintenance of Windmill Lakes Detention Area

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 16-52-R**

**APPROVING AGREEMENT WITH CONSERVATION FOUNDATION
RELATING TO MAINTENANCE OF WINDMILL LAKES DETENTION AREA**

WHEREAS, the City of Batavia is the owner of several parcels of property which include a detention pond servicing the Windmill Lakes development and other areas in the City's drainage system; and

WHEREAS, the drainage from this detention pond and this area in general, had caused degradation of the natural area downstream for it, also threatening Mill Creek to the extent that regrading and replanting of the area was necessary, and;

WHEREAS, by means of cooperation with adjacent landowners and the Conservation Foundation, and the Army Corps of Engineers, funding for design and construction of the needed improvements was been obtained, along with a revenue source for future maintenance; and

WHEREAS, the Conservation Foundation has the expertise to manage such construction, under the terms of an agreement (Agreement) with the City, such Agreement attached hereto as Exhibit 1 and incorporated by reference.

WHEREAS, the original agreement, referenced in Resolution 10-71-R, and the subsequent agreement timeframes referenced in Resolution 14-131-R have both since expired and the Conservation Foundation and City have agreed to extend management of the Windmill Lakes detention basins.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Batavia, Kane and DuPage Counties, Illinois as follows:

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute the Ecological Management Plan and Agreement with the Conservation Foundation attached hereto as Exhibit 1.

CITY OF BATAVIA, ILLINOIS RESOLUTION 16-52-R

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 6th day of June, 2016

APPROVED by me as Mayor of said City of Batavia, Illinois, this 6th day of June, 2016.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Fischer				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Theelin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstentions					
Total holding office:		Mayor and 14 aldermen								

ATTEST:

Heidi Wetzel, City Clerk

EXHIBIT 1

**AN AGREEMENT BETWEEN THE CITY OF BATAVIA AND
THE CONSERVATION FOUNDATION**

THIS AGREEMENT is entered into by and between the CITY OF BATAVIA (CITY), and THE CONSERVATION FOUNDATION (TCF), an Illinois not-for-profit corporation, concerning the provision of ecological management services by TCF to the CITY as described herein.

WHEREAS, the CITY and TCF share mutual goals of maintaining and improving water quality and natural habitat in the Mill Creek watershed; and

WHEREAS, the CITY owns a detention basin (BASIN) (Exhibit A) tributary to Mill Creek that was retrofitted in June 2011 to reduce erosion and protect the water quality and habitat of an adjacent sedge meadow protected by a conservation easement held by TCF; and

WHEREAS, TCF retains professional staff necessary to perform various tasks associated with managing and restoring natural areas and managing contracts with ecological management firms; and

WHEREAS, the CITY and TCF both desire to utilize TCF personnel to provide services for the CITY to provide ecological management for the basin.

NOW, THEREFORE, in consideration of the above stated preambles and the mutual covenants and promises hereinafter contained, the CITY and TCF formally covenant, agree, and bind themselves as follows to wit:

1. Terms. The term of this agreement shall commence on July 1, 2016 and end on December 31, 2021. The parties acknowledge that this agreement, subject to any amendment thereto, may be continued in future years, however, such continuation is subject to written approval by both parties as part of the 5-year cycle.

2. Ecological Management. TCF is authorized, to manage the Basin in accordance with the provisions of the Ecological Management Plan attached hereto as Exhibit A and made a part hereof. TCF, in its sole discretion, is further authorized to designate and contract with an ecological management firm or other qualified entity to implement management activities. Each contractor shall add the City as an Additional Insured to its professional liability insurance. As specified in the Ecological Management Plan, management objectives will be evaluated on a five year basis with approval from the City and TCF. This agreement adds six months to the five-year cycle to keep this agreement in line with a typical growing / maintenance cycle. The next five-year evaluation will occur in 2021.

Notwithstanding anything to the contrary contained herein, TCF shall have no responsibility to maintain the Stormwater Management System (except for the vegetation in the Stormwater Management System, which shall be maintained by TCF), which

responsibility shall continue to reside with the CITY, but the CITY agrees to notify TCF in advance of any management of the Stormwater Management System that may impact the Basin and further agrees to promptly restore any portion of the Basin that may be damaged by any act of the CITY with respect to the Stormwater Management System which it reasonable believes could cause damage to the Basin.

3. Management Practices. TCF may use any and all methods and practices necessary or appropriate for the sound conservation management of the Basin in accordance with the Ecological Management Plan. These methods and practices shall include but not be limited to: (i) controlled burns in such frequency, scope, and duration as TCF deems appropriate, (ii) removal of undesirable and invasive species of plants and animals, and (iii) selective uses of herbicides.

4. Duties of TCF. TCF shall be responsible for planning and implementing the restoration and maintenance of the Basin in accordance with the Ecological Management Plan.

4(a) TCF shall evaluate the ecological health of the Basin on a five- year cycle, make management recommendations and provide the City with a revised 5-year Budget for Assessments to be based on for the subsequent 5-year period. Budget shall take into consideration funds held in the Basin account and any investment income earned thereon. The Budget shall compensate TCF for time spent managing contracts, monitoring the site and compiling reports for the City. This compensation will not exceed \$1,000/year.

4(b) TCF shall furnish annually the City a list of management activities to be carried out in the Basin so the City, at its discretion, may notify residents in the Basin area.

4(c) TCF shall furnish the City at most quarterly an invoice with backing documentation of expenses in connection with TCF's ecological management of the Basin.

5. Duties of the CITY It shall be the responsibility of the CITY to collect the Annual Basin Assessments, and to compensate TCF when invoiced for their services.

6. Purpose and Use of Assessments. The Assessments shall be paid to COB and shall be used and distributed to TCF exclusively for administration and the care and ecological management of the Basin in accordance with the Ecological Management Plan. All Assessments paid to COB shall be maintained in an account under the sole control of COB. Funds may be withdrawn from the Basin Account by COB and expended for the purposes herein provided. The Basin Account shall remain at all times the sole property of COB and under COB's exclusive control. While such funds are held by COB, they shall be paid to TCF promptly as services are rendered and invoiced.

7. Indemnity. TCF hereby agrees to indemnify and hold the City harmless from any and all liability, claims, attorney's fees or costs of any kind or type whatsoever, including but not limited to, attorney's fees, damages and interest, arising out of or claimed to arise out of this Agreement. The recipient and any of their subcontractors shall, at their own expense, obtain and maintain Workers' Compensation insurance to cover persons

employed in connection with services under this agreement. The limits for the Workers' Compensation coverage shall be no less than the statutory limits required by the State of Illinois.

City of Batavia
An Illinois Municipal Corporation

The Conservation Foundation
An Illinois not-for-profit corporation

By: _____

By: _____

Its _____

Its: _____

Attest: _____

Attest _____

Windmill Lakes 2015/2016 Management Recap

In June 2015, ENCAP, Inc. applied herbicide to non-native, invasive species focusing on Thistle (*Cirsium* spp.), Reed Canary Grass (*Phalaris arundinacea*), Common Reed (*Phragmites australis*) and Crown Vetch (*Coronilla varia*). The following non-native, annual species were also weed whacked to prevent seed set: Dame's Rocket (*Hesperis matronalis*), Wild Carrot (*Daucus carota*) and Ragweed (*Ambrosia* spp.).

In August 2015, ENCAP, Inc. applied herbicide to non-native, invasive species focusing on Reed Canary Grass, Common Reed, Thistle, Parsnip (*Pastinaca sativa*) and Crown Vetch. The following non-native, annual species were also weed-whacked to prevent seed set: Ragweed, Wild Carrot and Foxtail (*Setaria* spp.).

In April 2016, ENCAP, Inc. performed a prescribed burn within the naturalized basin. The burn achieved 60-75% burn coverage.

Windmill Lakes 2016 Management Plan and Cost Estimates

The naturalized detention area at Windmill Lakes was designed to contain native plant communities in order to provide erosion control and stabilization, stormwater filtration and infiltration, and wildlife habitat benefits. Quality plant communities, especially within the buffer areas, are continuing to be established at this location. Continued vegetative maintenance is necessary in order to maintain and/or improve the vegetative quality of the established areas, and should continue in perpetuity.

This document outlines the typical maintenance program required to maintain the plant communities within the naturalized area. However, it is important to note that the maintenance plan must be flexible to react to conditions as observed in the field. For example, if there was a lack of annual weeds in the prairie community, a spring mowing may not be required. Congruently, if invasive species become prevalent in an area, herbicide application and reseeding may be required, as necessary.

The long term manager in charge of the maintenance should assess the site annually. The assessment should briefly outline problem areas each year, document the maintenance that has occurred, and project future maintenance activities.

2016 Management Plan

Typical maintenance activities and approximate timing are outlined in the table below and may change from year to year based on site conditions. Typical costs associated with each item are also listed below in Table 1.

Table 1. Long-Term Management Activities						
Activity	As Needed	Spring	Summer	Fall	Comments	Costs
Debris / Litter Removal	X				Removal of wind-blown refuse	\$200 each
Herbicide Application	X	X	X	X	Treat small communities of perennial invasive plants, as necessary	\$750 each

					throughout the growing season	
Mowing / Cutting	X	X		X	Typically once in spring and once in late summer or fall, or as needed	\$350 each
Supplemental re-seeding	X				Overseed areas that are bare due to herbicide application as necessary	\$2,000 per acre

MAINTENANCE ACTIVITY STANDARDS

Debris / Litter Removal: The removal of wind-blown refuse from natural areas to improve the aesthetics of the area and facilitate vegetative maintenance.

Herbicide Application: Application of herbicide to control invasive species may be necessary if perennial weeds become established. A certified and licensed pesticide applicator and/or operator shall select herbicide, which is non-toxic to animal and aquatic life, and shall apply the herbicide by the appropriate method, to prevent killing of desirable native species.

Mowing / Cutting: When mowing is utilized as a maintenance technique during the growing season, it shall take place prior to or when non-native and weedy species are flowering so as to prevent seed set. This technique is best used for annual and biennial species, though it is useful in the prevention of seed set in perennial species. A weed whip may be used for smaller patches, terrain unsuitable for a mower, areas without mower access, or when desirable species need to be avoided.

Supplemental Reseeding: Native seed mixes shall be hand broadcasted over the soil surface and raked within areas that are bare, or sparsely vegetated, due to herbicide application. Additional restoration to turf or prairie areas may be required if equipment needs to be utilized for seedbed preparation.



2585 Wagner Ct.
 DeKalb, IL 60115
 Phone: 815.748.4500
 Fax: 815.748.4255
 www.encapinc.net

PROPOSAL NO. 16-0419E

April 19, 2016

Ms. Jennifer Hammer
 The Conservation Foundation
 10S404 Knoch Knolls Road
 Naperville, Illinois 60565
jhammer@theconservationfoundation.org

Costs in line items 1 & 2 to be multiplied by 2 for a total of \$4400 for 2016 per Jennifer Hammer at TCF.

**RE: Windmill Lakes 2016 Management (Approximately 4.3 acres)
 (SW Corner of Randall Road and Main Street, Batavia, IL)**

#	DESCRIPTION OF WORK	UNIT	# OF UNITS	UNIT COST	COST
1	Herbicide Treatments 2016	EACH	2	\$750.00	\$1,500.00
2	Selective Cutting 2016	EACH	2	\$350.00	\$700.00
Sub-Total 2016					\$2,200.00
1	Debris/Litter Removal- As Necessary	EACH	TBD	\$200.00	TBD
2	Supplemental Re-Seeding	ACRE	TBD	\$2,000.00	TBD
TOTAL 2015-2016					\$2,200.00

* See attached management plan for further information.

Payment Agreement

The Conservation Foundation, (hereinafter "Client") shall be solely liable for the timely payment of all amounts invoiced under this proposal. Invoices will be tendered by ENCAP, Inc. ("ENCAP") from time to time, but no more frequently than every two weeks, and shall be due and payable upon receipt. If Client objects to all or any portion of an invoice, Client shall nevertheless timely pay the undisputed amount of such invoice and promptly advise ENCAP in writing of the reasons for disputing any amount.

Client shall pay an additional charge of two (2) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by ENCAP more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payments shall first be applied to accrued interest and then to the unpaid principal amount.

If Client fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, ENCAP may at any time, without waiving any other claim against Client and without incurring any liability to Client, suspend or terminate performance under this Agreement as long as any hazardous conditions created by ENCAP's previously performed services are rendered non-hazardous to Clients employee's, agents and subcontractors, the general public, and the environment. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination. ENCAP shall be entitled to recover any and all costs of collection associated with recovery of amounts due under this Payment Agreement, including but not limited to reasonable attorney's fees.

Client will indemnify and hold harmless ENCAP and its representatives, agents, employees, and successors and assigns from and against any and all claims, suits, actions, losses, penalties, fines, and damages of any nature whatsoever, and shall pay any reasonable attorney's fees, expert witnesses fees, and ENCAP fees, and court costs arising or resulting from (1) Client's breach of this Agreement; or (2) Client's negligence or intentional misconduct.

Client shall accept full responsibility for payment notwithstanding any other agreement with owner or other party, and in no event will any provision in a contract, agreement, or understanding which conditions Client's payment to ENCAP upon receipt of the payment from any other party relieve Client from responsibility for payment to ENCAP.

By: ENCAP, Inc.

By: The Conservation Foundation

Samantha Melton

Date

Jennifer Hammer

Date

CITY OF BATAVIA

Date: November 14, 2014
To: Committee of the Whole – November 25, 2014
From: Andrea M. Podraza, P.E. – Civil Engineer
Re: **Approving agreement with Conservation Foundation relating to Maintenance of Windmill Lakes Detention Area**

-Resolution 14-131-R - Authorizing execution of the agreement with Conservation Foundation relating to Maintenance of Windmill Lakes Detention Area

The Conservation Foundation (TCF) and City of Batavia (COB) had a maintenance agreement for Windmill Lakes Detention Basin. The initial agreement between the two parties only went until June 2014 and not the full 5 years as the maintenance agreement language suggested. At this time COB and TCF would like to extend the original agreement to June 2016 and modify the agreement language to reflect the current process that is in place. Staff will revisit this agreement again at the end of the original 5-year period and reestablish terms for the following 5-years.

Back in July 2010, the City met with Holy Cross Church (HCC), Main South Limited (MSL), and TCF, to discuss the annual of fees for maintenance of the basin by the City. We discussed options on how to move forward with the maintenance. The main concern for both parties, Holy Cross and Main South Ltd., is for signing onto the maintenance responsibilities into perpetuity at a set amount from today's date with an annual increase without knowing what will happen after the facility is constructed. We collectively agreed back in 2010 that a 5-year agreement with each party, MSL and HCC, paying their respective amounts based on percentage as previously discussed would be established. The original agreement stated that it began September 1, 2010 but construction did not start until spring of 2011 with the plantings of the basin being completed in June 2011. After the initial 5-year period, which is set to expire in the summer of 2016, we would revisit maintenance costs and work out a continuation of the previous agreement. That agreement got the project started, utilizing the available funds, establishing the facility and helped resolve the environmental issues in their previous state. According to TCF most basin maintenance fees are reduced after a facility has been stabilized and all plantings have taken root, which typically occurs within 2-3 growing seasons.

At this time Staff is looking to make all agreements based on the same time cycle.

Please find attached:

- Resolution 14-131-R - Authorizing execution of the Agreement with the Conservation Foundation relating to the Maintenance of Windmill Lakes Detention Area**
- Agreement between The City of Batavia and The Conservation Foundation, Exh 1**
- Windmill Lakes 2014 Management Plan, Long-Term Management Plan, and Cost Estimates (prepared by ENCAP, Inc.), Exh A**
- Windmill Lakes Original 3 year contract with The Conservation Foundation, Exh B**



Recommended Action:

Staff recommends for the Committee of the Whole approve the following:

1. The agreement with Conservation Foundation relating to Maintenance of Windmill Lakes Detention Area
2. Resolution 14-131-R.

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 14-131-R**

**APPROVING AGREEMENT WITH CONSERVATION FOUNDATION
RELATING TO MAINTENANCE OF WINDMILL LAKES DETENTION AREA**

WHEREAS, the City of Batavia is the owner of several parcels of property which include a detention pond servicing the Windmill Lakes development and other areas in the City's drainage system; and

WHEREAS, the drainage from this detention pond and this area in general, had caused degradation of the natural area downstream for it, also threatening Mill Creek to the extent that regrading and replanting of the area was necessary, and;

WHEREAS, by means of cooperation with adjacent landowners and the Conservation Foundation, and the Army Corps of Engineers, funding for design and construction of the needed improvements was been obtained, along with a revenue source for future maintenance; and

WHEREAS, the Conservation Foundation has the expertise to manage such construction, under the terms of an agreement (Agreement) with the City, such Agreement attached hereto as Exhibit 1 and incorporated by reference.

WHEREAS, the original agreement, referenced in Resolution 10-71-R, had a termination date that ended prior to the termination date of the revenue source, the Conservation Foundation and City have agreed to extend management of the Windmill Lakes detention basins.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Batavia, Kane and DuPage Counties, Illinois as follows:

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute the Ecological Management Plan with the Conservation Foundation attached hereto as Exhibit 1.

CITY OF BATAVIA, ILLINOIS RESOLUTION 14-131-R

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 1st day of December, 2014

APPROVED by me as Mayor of said City of Batavia, Illinois, this 1st day of December, 2014.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Fischer				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Saam					Stark				
5	Vasilion					Theelin Atac				
6	Cerone					Clark				
7	McFadden					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstentions					
Total holding office: Mayor and 14 aldermen										

ATTEST:

Heidi Wetzel, City Clerk

**AN AGREEMENT BETWEEN THE CITY OF BATAVIA AND
THE CONSERVATION FOUNDATION**

THIS AGREEMENT is entered into by and between the CITY OF BATAVIA (CITY), and THE CONSERVATION FOUNDATION (TCF), an Illinois not-for-profit corporation, concerning the provision of ecological management services by TCF to the CITY as described herein.

WHEREAS, the CITY and TCF share mutual goals of maintaining and improving water quality and natural habitat in the Mill Creek watershed;
And

WHEREAS, the CITY owns a detention basin (BASIN) (Exhibit A) tributary to Mill Creek that was retrofitted in June 2011 to reduce erosion and protect the water quality and habitat of an adjacent sedge meadow protected by a conservation easement held by TCF; and

WHEREAS, TCF retains professional staff necessary to perform various tasks associated with managing and restoring natural areas and managing contracts with ecological management firms; and

WHEREAS, the CITY and TCF both desire to utilize TCF personnel to provide services for the CITY to provide ecological management for the basin.

NOW, THEREFORE, in consideration of the above stated preambles and the mutual covenants and promises hereinafter contained, the CITY and TCF formally covenant, agree, and bind themselves as follows to wit:

1. Terms. The term of this agreement shall commence on July 1, 2014 and end on June 30, 2016. The parties acknowledge that this agreement, subject to any amendment thereto, may be continued in future years, however, such continuation is subject to written approval by both parties as part of the 5-year cycle.

2. Ecological Management. TCF is authorized, to manage the Basin in accordance with the provisions of the Ecological Management Plan attached hereto as Exhibit A and made a part hereof. TCF, in its sole discretion, is further authorized to designate and contract with an ecological management firm or other qualified entity to implement management activities. Each contractor shall add the City as an Additional Insured to its professional liability insurance. As specified in the Ecological Management Plan, management objectives will be evaluated on a five year basis with approval from the City and TCF. This agreement adds two years to the original agreement to make a five-year maintenance plan, therefore the next five-year evaluation will occur in 2016.

Notwithstanding anything to the contrary contained herein, TCF shall have no responsibility to maintain the Stormwater Management System (except for the vegetation in the Stormwater Management System, which shall be maintained by TCF), which

responsibility shall continue to reside with the CITY, but the CITY agrees to notify TCF in advance of any management of the Stormwater Management System that may impact the Basin and further agrees to promptly restore any portion of the Basin that may be damaged by any act of the CITY with respect to the Stormwater Management System which it reasonable believes could cause damage to the Basin.

3. Management Practices. TCF may use any and all methods and practices necessary or appropriate for the sound conservation management of the Basin in accordance with the Ecological Management Plan. These methods and practices shall include but not be limited to: (i) controlled burns in such frequency, scope, and duration as TCF deems appropriate, (ii) removal of undesirable and invasive species of plants and animals, and (iii) selective uses of herbicides.

4. Duties of TCF. TCF shall be responsible for planning and implementing the restoration and maintenance of the Basin in accordance with the Ecological Management Plan.

4(a) TCF shall evaluate the ecological health of the Basin on a five- year cycle, make management recommendations and provide the City with a revised 5-year Budget for Assessments to be based on for the subsequent 5-year period. Budget shall take into consideration funds held in the Basin account and any investment income earned thereon. The Budget shall compensate TCF for time spent managing contracts, monitoring the site and compiling reports for the City. This compensation will not exceed \$1,000.

4(b) TCF shall furnish annually the City a list of management activities to be carried out in the Basin so the City, at its discretion, may notify residents in the Basin area.

4(c) TCF shall furnish the City at most quarterly an invoice with backing documentation of expenses in connection with TCF's ecological management of the Basin.

5. Duties of the CITY It shall be the responsibility of the CITY to collect the Annual Basin Assessments, and to compensate TCF when invoiced for their services.

6. Purpose and Use of Assessments. The Assessments shall be paid to COB and shall be used and distributed to TCF exclusively for administration and the care and ecological management of the Basin in accordance with the Ecological Management Plan. All Assessments paid to COB shall be maintained in an account under the sole control of COB. Funds may be withdrawn from the Basin Account by COB and expended for the purposes herein provided. The Basin Account shall remain at all times the sole property of COB and under COB's exclusive control. While such funds are held by COB, they shall be paid to TCF promptly as services are rendered and invoiced.

7. Indemnity. TCF hereby agrees to indemnify and hold the City harmless from any and all liability, claims, attorney's fees or costs of any kind or type whatsoever, including but not limited to, attorney's fees, damages and interest, arising out of or claimed to arise out of this Agreement. The recipient and any of their subcontractors shall, at their own expense, obtain and maintain Workers' Compensation insurance to cover persons

employed in connection with services under this agreement. The limits for the Workers' Compensation coverage shall be no less than the statutory limits required by the State of Illinois.

City of Batavia
An Illinois Municipal Corporation

The Conservation Foundation
An Illinois not-for-profit corporation

By: _____

By: _____

Its _____

Its: _____

Attest: _____

Attest _____

Windmill Lakes 2014 Management Plan, Long-Term Management Plan, and Cost Estimates

The naturalized detention area at Windmill Lakes was designed to contain native plant communities in order to provide erosion control and stabilization, stormwater filtration and infiltration, and wildlife habitat benefits. Quality plant communities are continuing to be established at this location. Continued vegetative maintenance is necessary in order to maintain and/or improve the vegetative quality of the established areas, and should continue in perpetuity.

This document outlines the typical maintenance program required to maintain the plant communities within the naturalized area. However, it is important to note that the maintenance plan must be flexible to react to conditions as observed in the field. For example, if there was a lack of annual weeds in the prairie community, a spring mowing may not be required. Congruently, if invasive species become prevalent in an area, herbicide application and reseeding may be required, as necessary.

The long term manager in charge of the maintenance should assess the site annually. The assessment should briefly outline problem areas each year, document the maintenance that has occurred, and project future maintenance activities. A 2014 Maintenance Plan is outlined in Table 1 below, and will be completed by ENCAP, Inc.

Table 1. 2014 Proposed Management Activities					
Activity	As Needed	Spring	Summer	Fall	Comments
Site Assessment			X		Site inspection to evaluate the condition of the natural area and direct future maintenance activities (may be conducted in conjunction with maintenance activities)
Debris / Litter Removal	X				Removal of wind-blown refuse (to be completed when on-site for other activities)
Herbicide Application		X	X	X	Treat small communities of perennial invasive plants at least 3 times throughout the growing season (Spring = May/June; Summer = July/August; Fall = September/October)
Mowing / Cutting or Weed-Whacking		X		X	Selectively cut non-native annual species as necessary, at least twice during the growing season
Supplemental re-seeding	X				If large bare areas result from herbicide application, overseeding may be required
Prescribed Burning				X	A prescribed burn should be conducted in Fall of 2014 if available fuel and weather conditions are sufficient. If burning is not an option, mowing with thatch removal in late fall (November) should be conducted and will mimic the conditions of a burn

Long Term Management Plan

Typical maintenance activities and approximate timing are outlined in the table below and may change from year to year based on site conditions. Typical costs associated with each item are also listed below in Table 2.

Table 2. Anticipated Long-Term Management Activities						
Activity	As Needed	Spring	Summer	Fall	Comments	Costs
Site Assessment			X		Site inspection to evaluate the condition of the natural area and direct future maintenance activities (annually)	\$400 each
Debris / Litter Removal	X				Removal of wind-blown refuse	\$200 each
Herbicide Application	X	X	X	X	Treat small communities of perennial invasive plants, as necessary throughout the growing season	\$750 each
Mowing / Cutting	X	X		X	Typically once in spring and once in late summer or fall, or as needed	\$350 each
Supplemental re-seeding	X				Overseed areas that are bare due to herbicide application as necessary	\$2,000 per acre
Prescribed Burning		X		X	Prescribed burning should be used every 2-4 years, in either the Spring or Fall season depending on weather conditions and plant community composition	\$1,500 each

MAINTENANCE ACTIVITY STANDARDS

Site Assessment: A site assessment consists of an on-site inspection to evaluate the condition of the natural area. Needed maintenance activities are identified in a brief report and directed toward the Owner and the maintenance contractor for the site.

Debris / Litter Removal: The removal of wind blown refuse from natural areas to improve the aesthetics of the area and facilitate vegetative maintenance.

Herbicide Application: Application of herbicide to control invasive species may be necessary if perennial weeds become established. A certified and licensed pesticide applicator and/or operator shall select herbicide, which is non-toxic to animal and aquatic life, and shall apply the herbicide by the appropriate method, to prevent killing of desirable native species.

Mowing / Cutting: When mowing is utilized as a maintenance technique during the growing season, it shall take place prior to or when non-native and weedy species are flowering so as to prevent seed set. This technique is best used for annual and biennial species, though it is useful in the prevention of seed set in perennial species. A weed whip may be used for smaller patches, terrain unsuitable for a mower, areas without mower access, or when desirable species need to be avoided.

Supplemental Reseeding: Native seed mixes shall be hand broadcasted over the soil surface and raked within areas that are bare, or sparsely vegetated, due to herbicide application. Additional restoration to turf or prairie areas may be required if equipment needs to be utilized for seedbed preparation.

Prescribed Burn: By reintroducing fire, non-native and fire-intolerant plant species are controlled, native seeds in the seed bank are stimulated to germinate, and nutrients are returned to the soil causing more plants to flower, produce seed, and generally grow more robust than the previous year. Prescribed burning is recommended to be conducted every 2-4 years where appropriate to keep fuel levels low and effectively reduce coverage of specific invasive species. Prescribed burns shall be dependent on fuel availability that is directly related to the quantity and quality of graminoid species (i.e. grasses and sedges) present within the naturalized area. The burn season generally runs from as early as October 1st through April 30th. Prescribed burning should be performed by trained professionals.



Environmental Consultants • Native Landscape Specialists • Erosion and Sediment Control Professionals

1709 Afton Road
Sycamore, IL 60178
Phone: (815) 899-1621
Fax: (815) 899-6821
www.encapinc.net

April 13, 2012

Ms. Jennifer Hammer
Land Conservation & Restoration Specialist
The Conservation Foundation
10S404 Knoch Knolls Road
Naperville, IL 60565

Re: Three Year Maintenance Program: Windmill Lakes Naturalized Stormwater Area.

This letter has been prepared to outline the maintenance activities associated with the June 21, 2011 proposal that we have been working under. Please forward this information to the City of Batavia as needed.

Typical maintenance activities included in the proposal and approximate timing are outlined in the table below.

Table 1. Anticipated Maintenance Activities						
Activity	As Needed	Spring	Summer	Fall	Annually	Comments
Debris / Litter Removal		X	X	X		Includes three pick ups per year.
Herbicide Application		X	X			Treat small communities of perennial invasive plants
Mowing / Cutting		X		X		Typically once in spring and once in late summer or fall
Supplemental re-seeding	X					Overseed areas that are bare due to herbicide application
Cattail Control*	X					Herbicide application to Cattails when present in small quantities
Algae Raking*	X					Raking and removal of algae
Inlet and outlet cleaning		X	X	X		Removal of accumulated debris at inlets and outlets (Coincides with trash pick up.

We will begin the 2012 maintenance after the expected rains this weekend.

Please feel free to contact me with any questions.

Carl Peterson (815)-739-4169.

Wildman, Harrold, Allen & Dixon LLP
225 West Wacker Drive
Chicago, Illinois 60606-1229
312-201-2000
312-201-2555 fax
www.wildman.com



Wildman Harrold
Attorneys and Counselors

Marcia Owens
312-201-2541
312-416-4588 (fax)
mowens@wildman.com

September 14, 2010

VIA FEDERAL EXPRESS

Mr. William McGrath
City of Batavia
100 North Island Avenue
Batavia, Illinois 60510

Re: Windmill Lakes Detention Retrofit

Dear Bill:

At the request of Tom Zumm, enclosed is an original copy of the letter agreement for the above matter. Tom will sign this letter at the hearing.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Marcia Owens', with a long horizontal flourish extending to the right.

Marcia Owens

MO/lod

Enclosure

MAIN SOUTH LIMITED PARTNERSHIP
2720 S. RIVER ROAD
SUITE 100
DES PLAINES, ILLINOIS 60018

ORIGINAL

September 3, 2010

Mr. Bud Jacobson
Holy Cross Catholic Church of Batavia
2300 Main Street
Batavia, Illinois 60510

Re: Windmill Lakes Detention Retrofit

Dear Bud:

This letter sets forth the basic business points that we have agreed upon for the above-referenced Project.

1. Basic Terms.

Main South:	Main South Limited Partnership
Church:	Holy Cross Catholic Church of Batavia
City:	City of Batavia
Conservation Foundation:	Conservation Foundation
Army Corps:	U.S. Army Corps of Engineers
Project:	Windmill Lakes Detention Retrofit.

2. Dedication by Church to City of Batavia.

Church will dedicate that certain real property depicted on the Site Plan attached hereto as Exhibit A as "Church Dedicated Parcel" to the City, free and clear of any monetary liens, pursuant to the deed attached hereto as Exhibit B. The City will then grant a conservation easement to the Conservation Foundation to retrofit the Church Dedicated Parcel using funds from the Army Corps. Such conveyance shall take place at the time and place required by the City, but in all events in sufficient time to allow the restoration work to be completed by December 31, 2010. Aside from the terms set forth in this letter, Main South will not look to the Church for any further obligations as they relate to the Church Dedicated Parcel.

3. Dedication by Main South to City of Batavia.

ORIGINAL

Letter to Bud Jacobson
September 1, 2010
Page 2

Main South will dedicate that certain real property depicted on the Site Plan as "Main South Dedicated Parcel" to the City, free and clear of any monetary lien, pursuant to the deed attached hereto as Exhibit D. The City will then grant a conservation easement to the Conservation Foundation to retrofit the basin using funds from the Army Corps. Such conveyance shall take place at the time and place required by the City, but in all events in sufficient time to allow the restoration work to be completed by December 31, 2010. Aside from the terms set forth in this letter, Church will not look to Main South for any further obligations as they relate to the Main South Dedicated Parcel.

4. Access Easement to Church.

Concurrently with Church's dedication of the Church Dedicated Parcel to the City, Main South will grant Church a perpetual, non-exclusive easement for ingress and egress over and across that certain area cross-hatched on the Site Plan attached hereto as Exhibit A and labeled as "Cross Access Area," pursuant to the terms of an Easement Agreement between Church and Main South in the form attached hereto as Exhibit C. Church shall pay Main South (or such successor administrative owner of the Windmill Lakes Shopping Center as may be hereinafter designated) the annual sum of \$900 for use and maintenance of the Cross Access Area. Such annual sum shall be increased every 5 years by the lesser of (i) 10% or (ii) the CPI increase. Church shall not be obligated to pay such annual sum if Church ceases use of the Cross Access Area. If Church fails to convey the Church Dedicated Parcel to the City and agree to the maintenance terms set forth below for any reason, Main South will not grant the easement to Church and will close the access point that currently exists.

5. Maintenance Obligations

The City has agreed to oversee the Project, which will utilize funds allocated by the Army Corps to address maintenance and operational problems in the Project that result in polluted and sediment laden stormwater being discharged downstream into an area already maintained by the Conservation Foundation. However, as a condition of the City accepting title, each of Church and Main South (on behalf of the Windmill Lakes Shopping Center) shall agree to the following maintenance terms:

- a. Church will pay City the annual sum of \$900 on each January 15 for each of the next 5 years (2011-2015) to cover the costs of the City in maintaining the Church Dedicated Parcel, as its sole contribution.
- b. Main South (and/or the other owners in the Shopping Center) will reimburse City for the reasonable cost of maintenance of the Main South Dedicated Parcel for a minimum of 5 years, such amount being estimated at a minimum of \$3,900.00 per year.
- c. Except as contained above, in consideration for such fee paid by Church for maintenance together with the dedication, Main South and City agree that Church shall have no further responsibility as it relates to the Church Dedicated Parcel or the

ORIGINAL

- Main South Dedicated Parcel, the Project or any costs or expenses related thereto and City shall indemnify Church from any such cost, expense or obligation in the future.
- d. Except as contained above and in such other documents as may be executed between Main South and City, City agrees that Main South shall have no further responsibility as it relates to the Main South Dedicated Parcel or the Church Dedicated Parcel, the Project or any costs or expenses related thereto and City shall indemnify Church from any such cost, expense or obligation in the future.

6. Time of the Essence.

The parties have been advised by the City that the Army Corps will withdraw the funds for the Project if the Project (and all retrofit and restoration work associated therewith) is not completed by December 31, 2010. The City has called a special meeting on September 7, 2010 to accelerate the approval schedule in order to meet the deadline of the Army Corps. The parties agree that time is of the essence and will cooperate with the City to finalize all documentation and approvals for the Project to proceed.

The parties agree that this letter is designed to confirm that each party is in agreement with the terms set forth above before proceeding with the hearing on September 7. Neither Main South nor Church is under a binding obligation to the other unless and until the definitive dedication documents and easements reflected herein are prepared, fully executed and delivered by both parties.

Please sign a copy of this letter where indicated below acknowledging your agreement to the above terms and return a copy to me as soon as possible, but in all events prior to September 7, 2010. Upon receipt of a signed copy of this letter and approval from the City at the upcoming hearing, I will then instruct my attorney to prepare a formal Cross Access Easement and to commence coordination of the dedication documents on behalf of Main South. Otherwise, please call me to discuss.

Very truly yours,

Main South Limited Partnership, an Illinois limited partnership

By: Main-South Corp., an Illinois corporation,
its general partner

By: _____

Thomas L. Zumm, Treasurer

AGREED AND ACCEPTED:
HOLY CROSS CATHOLIC CHURCH OF BATAVIA

Letter to Bud Jacobson
September 1, 2010
Page 4

ORIGINAL

AGREED AND ACCEPTED:
HOLY CROSS CATHOLIC CHURCH OF BATAVIA

By: Msgr. Daniel P. [Signature]
Its: Pastor

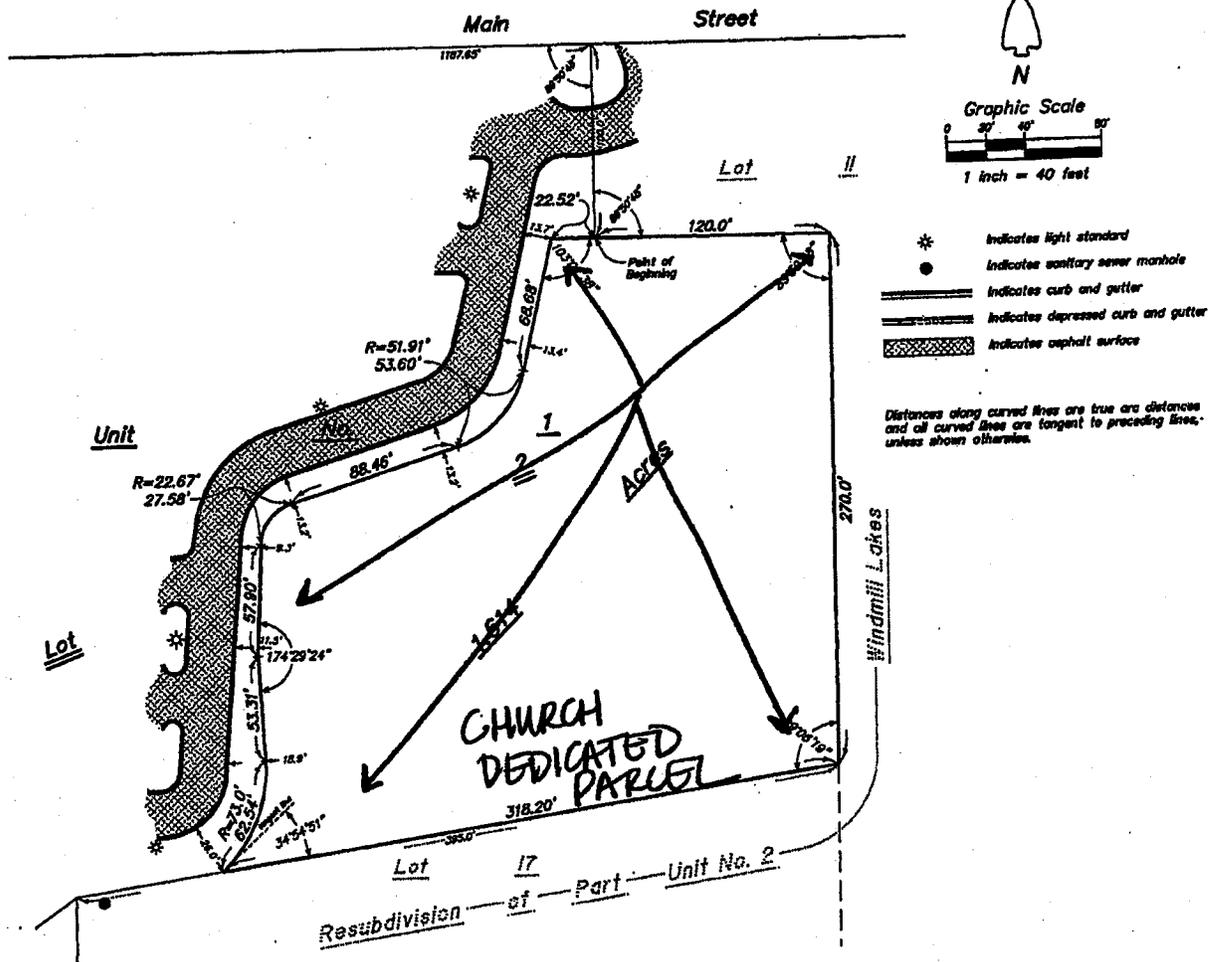
*Bud Jacobson
Busn. Mgr.*

Date: September 7, 2010

ACKNOWLEDGED AND AGREED:
CITY OF BATAVIA

By: _____
Its: _____

Plat of Part of Lot 2 Unit No. 1 Windmill Lakes Batavia Kane County Illinois



State of Illinois)
 County of Kane)
 This is to certify that I, Russell P. Ory, an Illinois Professional Land Surveyor of Western Surveying & Engineering, P.C. (Illinois Professional Design Firm No. 184-002967), have located improvements on that part of Lot 2, Unit No. 1, Windmill Lakes, Batavia, Kane County, Illinois described as follows: Commencing at the most northerly northeast corner of said lot; thence southerly along an easterly line of said lot 100.0 feet to an angle point therein for a point of beginning; thence westerly along a westerly extension of a northerly line of said lot forming an angle of 89°50'48" from the prolongation of the last described course (measured clockwise therefrom) 22.52 feet; thence southerly along a line forming an angle of 103°07'38" from the last described course (measured clockwise therefrom) 68.68 feet; thence southerly, southwesterly and westerly along a curve to the right having a radius of 51.91 feet tangent to the last described course 53.50 feet; thence westerly along a line tangent to the last described curve at the last described point 88.46 feet; thence westerly, southwesterly and southerly along a curve to the left having a radius of 22.67 feet tangent to the last described course 27.58 feet; thence southerly along a line tangent to the last described curve of the last described point 57.90 feet; thence southerly along a line forming an angle of 174°29'24" from the last described course (measured clockwise therefrom) 53.31 feet; thence southerly and southwesterly along a curve to the right having a radius of 73.0 feet tangent to the last described course 62.54 feet to a southerly line of said lot; thence easterly along said southerly line the right having a radius of 34°54'51" from a line tangent to the last described curve at the last described point (measured clockwise therefrom) 318.20 feet to the southeast corner of said lot; thence northerly along an easterly line of said lot forming an angle of 89°06'19" from the last described course (measured clockwise therefrom) 270.0 feet to an angle point therein; thence westerly along a northerly line of said lot forming an angle of 89°50'48" from the last described course (measured clockwise therefrom) 120.0 feet to the point of beginning in the City of Batavia, Kane County, Illinois and containing 1.614 acres as shown by the plat hereon drawn which is a correct representation of said location. All distances are given in feet and decimal parts thereof.

Dated at Geneva, Illinois, March 4, 2010.

Illinois Professional Land Surveyor No. 2753
 License Expiration Date: November 30, 2010

Prepared by:
Western Surveying & Engineering, P.C.
 321 Stevens Street, Suite A
 Geneva, Illinois 60134
 (630) 845-0800 (630) 845-0801 Fax
 Copyright © 2010, Western Surveying & Engineering, P.C.

Ordered by & Prepared for:
 Holy Cross Catholic Church

File Name: PO Method Proof	Drawn by: RJT
Directory: C:\GIS\908250	Job No.: 908250

Exhibit B

WARRANTY DEED

THIS INDENTURE WITNESSETH, THAT THE GRANTOR(S), Holy Cross Catholic Church of Batavia, a religious corporation for and in consideration of the sum of One Dollar (\$1.00), in hand paid, and other good and valuable consideration, receipt of which is hereby duly acknowledged, CONVEYS AND WARRANTS unto the City of Batavia, an Illinois municipal corporation, GRANTEE, all interest in the following described real estate, commonly known as:

Holy Cross Wetland Parcel
2300 Main Street
Batavia, IL 60510

and legally described as:

That part of Lot 2, Unit No. 1, Windmill Lakes, Batavia, Kane County, Illinois described as follows: Commencing at the most northerly northeast corner of said lot; thence southerly along an easterly line of said lot 100.0 feet to an angle point therein for a point of beginning; thence westerly along a westerly extension of a northerly line of said lot forming an angle of $89^{\circ}50'48''$ from the prolongation of the last described course (measured clockwise therefrom) 22.52 feet; thence southerly along a line forming an angle of $103^{\circ}07'38''$ from the last described course (measured clockwise therefrom) 68.68 feet; thence southerly, southwesterly and westerly along a curve to the right having a radius of 51.91 feet tangent to the last described course 53.60 feet; thence westerly along a line tangent to the last described curve at the last described point 88.46 feet; thence westerly, southwesterly and southerly along a curve to the left having a radius of 22.67 feet tangent to the last described course 27.58 feet; thence southerly along a line tangent to the last described curve at the last described point 57.90 feet; thence southerly along a line forming an angle of $174^{\circ}29'24''$ from the last described course (measured clockwise therefrom) 53.31 feet; thence southerly and southwesterly along a curve to the right having a radius of 73.0 feet tangent to the last described course 62.54 feet to a southerly line of said lot; thence easterly

along said southerly line forming an angle of 34°54'51" from a line tangent to the last described curve at the last described point (measured clockwise therefrom) 318.20 feet to the southeast corner of said lot; thence northerly along an easterly line of said lot forming an angle of 99°06'19" from the last described course (measured clockwise therefrom) 270.0 feet to an angle point therein; thence westerly along a northerly line of said lot forming an angle of 89°50'48" from the last described course (measured clockwise therefrom) 120.0 feet to the point of beginning in the City of Batavia, Kane County, Illinois.

subject to real estate taxes for the year 2009 and all subsequent years and all outstanding assessments, and subject to any and all easements, restrictions, covenants and encumbrances of record.

The said Grantors hereby expressly waive and release any and all right and benefit under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this ____ day of _____, 2010.

HOLY CROSS CATHOLIC CHURCH OF
BATAVIA, a religious corporation

By: _____
Most Rev. Thomas G. Doran, President

By: _____
Rev. Monsignor Glenn L. Nelson, Secretary

STATE OF ILLINOIS)
) SS
WINNEBAGO COUNTY)

I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that THOMAS G. DORAN, personally known to me to be the President of Holy Cross Catholic Church of Batavia, a religious corporation, and GLENN L. NELSON, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, pursuant to authority given under the bylaws of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2010.

Notary Public

PROPERTY CODE: Part of 12-20-401-002-0000

Future Taxes and Return to:

City of Batavia

Attn: _____

Batavia, IL 60510

EXEMPT UNDER PROVISION OF PARAGRAPH E
SECTION 4, REAL ESTATE TRANSFER TAX ACT.

DATE BUYER, SELLER OR REPRESENTATIVE

Prepared By:

Sherry L. Harlan
Hinshaw & Culbertson LLP
P.O. Box 1389
100 Park Avenue
Rockford, IL 61105-1389
(815) 490-4934

This Document Prepared by and after
Recording to be Returned to:

Marcia Owens
Wildman, Harrold, Allen & Dixon LLP
225 West Wacker Drive
Suite 2800
Chicago, Illinois 60606

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made as of this ____ day of _____, 2010, by and between Main South Limited Partnership, an Illinois limited partnership ("Main South"), and Holy Cross Catholic Church of Batavia, a religious corporation ("Church").

The following recitals of fact are a material part of this Agreement:

- A. Main South is the owner of the property described in **Exhibit A** attached hereto and made a part hereof by this reference (the "Main South Property").
- B. Church is the owner of the property described in **Exhibit B** attached hereto and made a part hereof by this reference (the "Church Property").
- C. Church hereby desires and Main South agrees to grant and establish an easement for ingress and egress over, upon and across a portion of the Main South Property, which easement will (i) be for the benefit of current and future owners of the Church Property, and (ii) run with the land and be appurtenant to the Church Property, all as more fully set forth below.
- D. The Parties hereto wish to make certain agreements regarding such easements.

AGREEMENTS

- 1. **Recitals.** The foregoing recitals are hereby incorporated herein by reference.
- 2. **Grant of Access Easement to Church Property.** Subject to any express conditions, limitations or reservations contained herein, Main South hereby grants to Church, and its respective employees, agents, contractors, customers, invitees, mortgagees and licensees, a non-exclusive, perpetual easement for reasonable access, ingress and egress over the Main South Property, including, without limitation, the curb cut off of Main Street at the Main South Property, for the passage of motor vehicles and pedestrians to and from Main Street to the Church Property (the "Access Easement"). Main South shall have the right to modify the drives

located on the Main South Property, in its sole and absolute discretion, from time to time, so long as it does not materially interfere with access by the Church to the Church Property. Main South shall not close the access/curb cut to Main Street. **The Access Easement specifically does not grant any rights of parking whatsoever.**

3. **Maintenance Fee.** In consideration for Main South's grant of the Access Easement to Church, Church shall pay Main South an annual lump sum fee equal to \$900.00 per year (the "Maintenance Fee") commencing on the date of this Agreement and continuing annually thereafter, provided, however, such Maintenance Fee shall be increased on every fifth (5th) anniversary hereof by the lesser of (i) 10% or (ii) the amount determined by multiplying the then current Maintenance Fee by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "Base Index Number" shall be the level of the Index for the month of the date of this Agreement; the "Current Index Number" shall be the level of the Index for the month of September of the year preceding the adjustment year; the "Index" shall be the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items, published by the Bureau of Labor Statistics of the United States Department of Labor (base year 1982-84 = 100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the Main South shall substitute for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

The Maintenance Fee for the first year shall be paid to Main South with Church's execution and delivery of this Agreement, and each succeeding payment shall be made on the anniversary of this Agreement thereafter. Notwithstanding anything contained in this Paragraph 3 to the contrary, to the extent Church no longer needs or desires access off of Main Street at the curb cut located on the Main South Property and Church so notifies Main South in writing, the Access Easement shall be deemed terminated and Church shall have no further rights to use the Access Easement.

In return for the annual Maintenance Fee, Main South shall, at no further expense to Church, plow the Access Easement and keep the area reasonably free of accumulated snow and ice and shall repair potholes, if any, and maintain the Access Easement in good condition and repair including regular sealing of asphalt. In the event Main South does not cause the Access Easement Area to be repaired within a reasonable period of time after the request of Church, Church may, at its option, perform such maintenance and pay any and all costs and charges associated therewith, and require Main South to reimburse Church for such costs together with interest at 8% per annum if not paid within thirty (30) days.

5. **Indemnification.** Church hereby agrees to indemnify, defend and hold Main South harmless from and against all claims, damages, liabilities, and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or such property arising from or in any manner relating to the breach of this Agreement or the use by Church or its aforesaid permittees of the Access Easement.

6. **No Rights in Public.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Main South Property.

7. **Insurance.** Each of Main South and Church shall obtain and keep in full force and effect, at its cost and expense, or at the cost and expense of its tenant or permittee, a policy of comprehensive public liability insurance with respect to the easement areas, written on an "occurrence basis" not a "claims basis," under which policy the other party shall be named as an additional insured, and with not less than \$1,000,000 single coverage limits for each occurrence of injury or property damage and shall provide a copy of such insurance certificate and any renewals or notices thereof to the other party promptly upon receipt of the same.

8. **Term.** The easements contained herein shall continue in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record owners of the Main South Property and the Church Property.

9. **Miscellaneous.**

9.1. **Attorneys' Fees.** In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

9.2. **Amendment.** The parties hereto agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record owners of the Main South Property and the Church Property, evidenced by a document that has been fully executed and acknowledged by all such record owners and recorded in the official records of Kane County, Illinois.

9.3. **Covenants to Run with Land.** It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

9.4 **Authority.** Each party represents and warrants to the other that it has all necessary right, title and authorization to enter into this Agreement.

9.5 **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed, one (1) business day after deposit with a reputable overnight courier (such as Fed Ex or UPS) or three (3) days after deposit in the U.S. mail if sent postage prepaid by U.S. registered or certified mail, return receipt requested, addressed as follows:

If to Main South:

Main South Limited Partnership
2720 S. River Road, Suite 100
Des Plaines, Illinois 60018
Attn: Thomas L. Zumm

With a copy to: Wildman, Harrold, Allen & Dixon LLP
225 West Wacker Drive
Suite 2800
Chicago, Illinois 60606
Attention: Marcia Owens

If to Church: Holy Cross Catholic Church of Batavia
Attn: William Jacobson, Business Manager
2300 Main Street
Batavia, Illinois 60510

With a copy to: Catholic Diocese of Rockford
Attn: Ellen Lynch, General Counsel
555 Colman Center Drive
P.O. Box 7044
Rockford, Illinois 61125

Any party may change the name of the person or address to which notices and other communications are to be given by so notifying the other parties in the manner provided herein.

9.6 **Counterparts.** Each of Main South and Church acknowledge and agree that this Agreement may be executed in any number of counterpart original instruments, all of which taken together shall constitute but one fully executed Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A

MAIN SOUTH PROPERTY

LOT 11 (EXCEPT THE NORTH 5 FEET OF THE EAST 144.99 FEET), AND LOT 17 OF RESUBDIVISION OF PART OF UNIT NO. 2, WINDMILL LAKES, BATAVIA, IN THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1993 AS DOCUMENT 93K79562, IN KANE COUNTY, ILLINOIS.

Common Address: SWC of Main Street and Randall Road, Batavia, Illinois
PIN: 12-20-401-019

EXHIBIT B

CHURCH PROPERTY

LOT 2 IN UNIT NO. 1, WINDMILL LAKES, BATAVIA, KANE COUNTY, ILLINOIS, IN
THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS.

Common Address: 2300 Main Street, Batavia, Illinois
PIN: 12-20-401-002-0000

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 10-63-R**

**APPROVING DOCUMENTS FOR WINDMILL LAKES/CONSERVATION AREA
PROJECT**

WHEREAS, the City of Batavia has experienced serious difficulties with drainage conditions in and around the Windmill Lakes shopping center; and

WHEREAS, the if the issues are not resolved, conditions will worsen and significant fines may be levied against the City by the Army Corps of Engineers; and

WHEREAS, the Corps of Engineers has offered a \$200,000 grant to the City to assist in the implementation of a long term solution to the problem; and

WHEREAS, the implementation of the plan requires the cooperation of the owners of the shopping center, the property owners association of the shopping center, Holy Cross Church, the Conservation Foundation and the City; and

WHEREAS, the situation is extremely complex and agreement by all the involved parties was only recently obtained; and

WHEREAS, in order to receive the grant funds, the work must be completed by Dec. 31st of this year which means starting work almost immediately; and

WHEREAS, the documentation and agreements that must be executed are not yet prepared and it is not possible to wait for scheduled City Council meetings to approve them due to time constraints; and

WHEREAS, it is necessary to obtain approval to execute agreements in advance based on documents and information being given now to the City Services Committee and the City Council

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

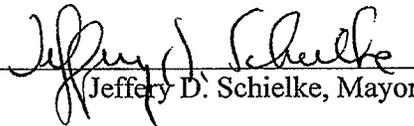
SECTION 1: The "Letter of Understanding re Windmill Lakes Retrofit" attached hereto as Exhibit "A" is hereby approved.

SECTION 2: Subject to prior review and approval by the staff and the City Attorney, the Mayor and City Clerk are hereby authorized to execute such other and additional documents and agreements as are necessary to implement the plans as described in the "Letter of Understanding".

CITY OF BATAVIA, ILLINOIS RESOLUTION 10-63-R

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, on the 7th day of September, 2010.

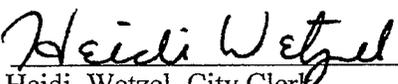
APPROVED by me as Mayor of said City of Batavia, Illinois, on the 7th day of September, 2010.



 Jeffrey D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien	X				Sparks	X			
2	Dietz	X				Wolff	X			
3	Chanzit	X				Jungels	X			
4	Volk	X				Schmitz	X			
5	Frydendall	X				Thelin Atac	X			
6	Liva			X		Clark	X			
7	Tenuta	X				Brown	X			
Mayor Schielke										
VOTE:		13 Ayes	0 Nays	1 Absent	0 Abstention(s) counted as _____					
Total holding office:		Mayor and 14 aldermen								

ATTEST:



 Heidi Wetzels, City Clerk

EXHIBIT A

**MAIN SOUTH LIMITED PARTNERSHIP
2720 S. RIVER ROAD
SUITE 100
DES PLAINES, ILLINOIS 60018**

September 3, 2010

Mr. Bud Jacobson
Holy Cross Catholic Church of Batavia
2300 Main Street
Batavia, Illinois 60510

Re: Windmill Lakes Detention Retrofit

Dear Bud:

This letter sets forth the basic business points that we have agreed upon for the above-referenced Project.

1. Basic Terms.

Main South:	Main South Limited Partnership
Church:	Holy Cross Catholic Church of Batavia
City:	City of Batavia
Conservation Foundation:	Conservation Foundation
Army Corps:	U.S. Army Corps of Engineers
Project:	Windmill Lakes Detention Retrofit.

2. Dedication by Church to City of Batavia.

Church will dedicate that certain real property depicted on the Site Plan attached hereto as Exhibit A as "Church Dedicated Parcel" to the City, free and clear of any monetary liens, pursuant to the deed attached hereto as Exhibit B. The City will then grant a conservation easement to the Conservation Foundation to retrofit the Church Dedicated Parcel using funds from the Army Corps. Such conveyance shall take place at the time and place required by the City, but in all events in sufficient time to allow the restoration work to be completed by December 31, 2010.

3. Dedication by Main South to City of Batavia.

Main South will dedicate that certain real property depicted on the Site Plan as "Main South Dedicated Parcel" to the City, free and clear of any monetary liens or encumbrances. The City will then grant a conservation easement to the Conservation Foundation to retrofit the basin using funds from the Army Corps. Such conveyance shall take place at the time and place required by the City, but in all events in sufficient time to allow the restoration work to be completed by December 31, 2010.

4. Access Easement to Church.

Concurrently with Church's dedication of the Church Dedicated Parcel to the City, Main South will grant Church a perpetual, non-exclusive easement for ingress and egress over and across that certain area cross-hatched on the Site Plan attached hereto as Exhibit A and labeled as "Cross Access Area," pursuant to the terms of an Easement Agreement between Church and Main South in the form attached hereto as Exhibit C. Church shall pay Main South (or such successor administrative owner of the Windmill Lakes Shopping Center as may be hereinafter designated) the annual sum of \$900 for use and maintenance of the Cross Access Area. Such annual sum shall be increased every 5 years by the lesser of (i) 10% or (ii) the CPI increase. Church shall not be obligated to pay such annual sum if Church ceases use of the Cross Access Area. If Church fails to convey the Church Dedicated Parcel to the City and agree to the maintenance terms set forth below for any reason, Main South will not grant the easement to Church and will close the access point that currently exists.

5. Maintenance Obligations

The City has agreed to oversee the Project, which will utilize funds allocated by the Army Corps to address maintenance and operational problems in the Project that result in polluted and sediment laden stormwater being discharged downstream into an area already maintained by the Conservation Foundation. However, as a condition of the City accepting title, each of Church and Main South (on behalf of the Windmill Lakes Shopping Center) shall agree to the following maintenance terms:

- a. Church will pay City the annual sum of \$900 on each January 15 for each of the next 5 years (2011-2015) to cover the costs of the City in maintaining the Church Dedicated Parcel, as its sole contribution.
- b. Main South (and/or the other owners in the Shopping Center) will reimburse City for the reasonable cost of maintenance of the Main South Dedicated Parcel for a minimum of 5 years, such amount being estimated at a minimum of \$3,900.00 per year.
- c. Except as contained above, in consideration for such fee paid by Church for maintenance together with the dedication, Main South and City agree that Church shall have no further responsibility as it relates to the Church Dedicated Parcel or the Main South Dedicated Parcel, the Project or any costs or expenses related thereto and City shall indemnify Church from any such cost, expense or obligation in the future.

Letter to Bud Jacobson
September 1, 2010
Page 3

- d. Except as contained above and in such other documents as may be executed between Main South and City, City agrees that Main South shall have no further responsibility as it relates to the Main South Dedicated Parcel or the Church Dedicated Parcel, the Project or any costs or expenses related thereto and City shall indemnify Church from any such cost, expense or obligation in the future.

6. Time of the Essence.

The parties have been advised by the City that the Army Corps will withdraw the funds for the Project if the Project (and all retrofit and restoration work associated therewith) is not completed by December 31, 2010. The City has called a special meeting on September 7, 2010 to accelerate the approval schedule in order to meet the deadline of the Army Corps. The parties agree that time is of the essence and will cooperate with the City to finalize all documentation and approvals for the Project to proceed.

The parties agree that this letter is designed to confirm that each party is in agreement with the terms set forth above before proceeding with the hearing on September 7. Neither Main South nor Church is under a binding obligation to the other unless and until the definitive dedication documents and easements reflected herein are prepared, fully executed and delivered by both parties.

Please sign a copy of this letter where indicated below acknowledging your agreement to the above terms and return a copy to me as soon as possible, but in all events prior to September 7, 2010. Upon receipt of a signed copy of this letter and approval from the City at the upcoming hearing, I will then instruct my attorney to prepare a formal Cross Access Easement and to commence coordination of the dedication documents on behalf of Main South. Otherwise, please call me to discuss.

Very truly yours,

Main South Limited Partnership, an Illinois limited partnership

By: Main-South Corp., an Illinois corporation,
its general partner

By: _____
Thomas L. Zumm, Treasurer

AGREED AND ACCEPTED:
HOLY CROSS CATHOLIC CHURCH OF BATAVIA

By: _____
Its: _____

Letter to Bud Jacobson
September 1, 2010
Page 4

Date: September __, 2010

ACKNOWLEDGED AND AGREED:
CITY OF BATAVIA

By: _____
Its: _____

**14. RESOLUTION 10-63-R: Windmill Lakes Detention/conservation Area Project
(WRM 9/3/10 City Services 9/7/10)**

Ald. Volk informed the Council that Windmill Lakes is a detention pond that holds storm water from the shopping area south of Main Street west of Randall Road and the Holy Cross Church. Severe erosion and sedimentation has occurred, impacting the detention pond to the extent that the wetlands and property next to Mill Creek have become impacted.

For the last 3 years the Conservation Foundation of Wheaton has worked with our Engineering Department, the Church, Main South the owners of the shopping area, and the Army Corps of Engineers to arrive at a permanent solution. Part of this is a \$200,000 grant from the Corps to support restoration and maintenance of the pond. The grant does require that work starts this year. Before work can start several agreements have to be executed.

1. Main South would deed 3 parcels to the City. The Main South covenants would be amended to provide that the City receives money from the association annually for maintenance of the detention/conservation parcel based upon true expenses, a minimum of \$3,900 annually for the first 5 years.
2. The Church would deed a parcel to the City, so that the City is in control of the entire drainage system in that area. The Church would pay \$900 annually to the City for its share towards the conservation project, for 5 years.
3. The City would enter into an agreement by which the Conservation Foundation would be given a conservation easement over the City parcels, allowing it to manage the area, including the work associated with the grant. The Conservation Foundation will take responsibility for the maintenance, but the City will ultimately be responsible for its care, with the contribution it receives from the owners association.

The City has a letter of intent signed by Mr. Tom Zumm of Main South agreeing to their part of this deal. There is yet to be a similar letter from the Church.

Resolution 10-63-R approves of the letter and authorizes the Mayor to execute such documents as are necessary to carry out its provisions upon review by the City Attorney so that the grant can be taken advantage of this year.

**Motion by Ald. Volk, seconded by Ald. O'Brien, to approve Resolution 10-63-
Motion carried 13 aye/ 0 nay/ 1 absent**

CC - men
9/7/10

Easement 11/4/10 (2)

880007631 D2 D6 2 of 2



This Document Prepared by and after
Recording to be Returned to:

Marcia Owens
Wildman, Harrold, Allen & Dixon LLP
225 West Wacker Drive
Suite 2800
Chicago, Illinois 60606

2010K074782
SANDY WEGMAN
RECORDER - KANE COUNTY, IL

RECORDED: 11/4/2010 2:37 PM
REC FEE: 29.00 RHSPS FEE: 10.00
PAGES: 8

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made as of this 8 day of OCTOBER, 2010, by and between Main South Limited Partnership, an Illinois limited partnership ("Main South"), and Holy Cross Catholic Church of Batavia, a religious corporation ("Church").

The following recitals of fact are a material part of this Agreement:

- A. Main South is the owner of the property described in **Exhibit A** attached hereto and made a part hereof by this reference (the "**Main South Property**").
- B. Church is the owner of the property described in **Exhibit B** attached hereto and made a part hereof by this reference (the "**Church Property**").
- C. Church hereby desires and Main South agrees to grant and establish an easement for ingress and egress over, upon and across a portion of the Main South Property, which easement will (i) be for the benefit of current and future owners of the Church Property, and (ii) run with the land and be appurtenant to the Church Property, all as more fully set forth below.
- D. The Parties hereto wish to make certain agreements regarding such easements.

AGREEMENTS

- 1. **Recitals.** The foregoing recitals are hereby incorporated herein by reference.
- 2. **Grant of Access Easement to Church Property.** Subject to any express conditions, limitations or reservations contained herein, Main South hereby grants to Church, and its respective employees, agents, contractors, customers, invitees, mortgagees and licensees, a non-exclusive, perpetual easement for reasonable access, ingress and egress over the Main South Property, including, without limitation, the curb cut off of Main Street at the Main South Property, for the passage of motor vehicles and pedestrians to and from Main Street to the Church Property (the "Access Easement"). Main South shall have the right to modify the drives

6

Chg

49

located on the Main South Property, in its sole and absolute discretion, from time to time, so long as it does not materially interfere with access by the Church to the Church Property. Main South shall not close the access/curb cut to Main Street. **The Access Easement specifically does not grant any rights of parking whatsoever.**

3. **Maintenance Fee.** In consideration for Main South's grant of the Access Easement to Church, Church shall pay Main South an annual lump sum fee equal to \$900.00 per year (the "Maintenance Fee") commencing on the date of this Agreement and continuing annually thereafter, provided, however, such Maintenance Fee shall be increased on every fifth (5th) anniversary hereof by the lesser of (i) 10% or (ii) the amount determined by multiplying the then current Maintenance Fee by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "Base Index Number" shall be the level of the Index for the month of the date of this Agreement; the "Current Index Number" shall be the level of the Index for the month of September of the year preceding the adjustment year; the "Index" shall be the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items, published by the Bureau of Labor Statistics of the United States Department of Labor (base year 1982-84 = 100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the Main South shall substitute for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

The Maintenance Fee for the first year shall be paid to Main South with Church's execution and delivery of this Agreement, and each succeeding payment shall be made on the anniversary of this Agreement thereafter. Notwithstanding anything contained in this Paragraph 3 to the contrary, to the extent Church no longer needs or desires access off of Main Street at the curb cut located on the Main South Property and Church so notifies Main South in writing, the Access Easement shall be deemed terminated and Church shall have no further rights to use the Access Easement.

In return for the annual Maintenance Fee, Main South shall, at no further expense to Church, plow the Access Easement and keep the area reasonably free of accumulated snow and ice and shall repair potholes, if any, and maintain the Access Easement in good condition and repair including regular sealing of asphalt. In the event Main South does not cause the Access Easement Area to be repaired within a reasonable period of time after the request of Church, Church may, at its option, perform such maintenance and pay any and all costs and charges associated therewith, and require Main South to reimburse Church for such costs together with interest at 8% per annum if not paid within thirty (30) days.

5. **Indemnification.** Church hereby agrees to indemnify, defend and hold Main South harmless from and against all claims, damages, liabilities, and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or such property arising from or in any manner relating to the breach of this Agreement or the use by Church or its aforesaid permittees of the Access Easement.

6. **No Rights in Public.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Main South Property.

7. **Insurance.** Each of Main South and Church shall obtain and keep in full force and effect, at its cost and expense, or at the cost and expense of its tenant or permittee, a policy of comprehensive public liability insurance with respect to the easement areas, written on an "occurrence basis" not a "claims basis," under which policy the other party shall be named as an additional insured, and with not less than \$1,000,000 single coverage limits for each occurrence of injury or property damage and shall provide a copy of such insurance certificate and any renewals or notices thereof to the other party promptly upon receipt of the same.

8. **Term.** The easements contained herein shall continue in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record owners of the Main South Property and the Church Property.

9. **Miscellaneous.**

9.1. **Attorneys' Fees.** In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

9.2. **Amendment.** The parties hereto agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record owners of the Main South Property and the Church Property, evidenced by a document that has been fully executed and acknowledged by all such record owners and recorded in the official records of Kane County, Illinois.

9.3. **Covenants to Run with Land.** It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

9.4. **Authority.** Each party represents and warrants to the other that it has all necessary right, title and authorization to enter into this Agreement.

9.5. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed, one (1) business day after deposit with a reputable overnight courier (such as Fed Ex or UPS) or three (3) days after deposit in the U.S. mail if sent postage prepaid by U.S. registered or certified mail, return receipt requested, addressed as follows:

If to Main South:	Main South Limited Partnership 2720 S. River Road, Suite 100 Des Plaines, Illinois 60018 Attn: Thomas L. Zumm
-------------------	--

With a copy to: Wildman, Harrold, Allen & Dixon LLP
225 West Wacker Drive
Suite 2800
Chicago, Illinois 60606
Attention: Marcia Owens

If to Church: Holy Cross Catholic Church of Batavia
Attn: William Jacobson, Business Manager
2300 Main Street
Batavia, Illinois 60510

With a copy to: Catholic Diocese of Rockford
Attn: Ellen Lynch, General Counsel
555 Colman Center Drive
P.O. Box 7044
Rockford, Illinois 61125

Any party may change the name of the person or address to which notices and other communications are to be given by so notifying the other parties in the manner provided herein.

9.6 **Counterparts.** Each of Main South and Church acknowledge and agree that this Agreement may be executed in any number of counterpart original instruments, all of which taken together shall constitute but one fully executed Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

MAIN SOUTH LIMITED PARTNERSHIP,
an Illinois limited partnership

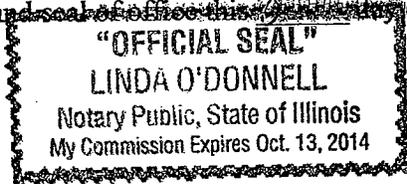
By: Main-South Corp., an Illinois
corporation, its general partner

By: Thomas L. Zumm
Thomas L. Zumm, Treasurer

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared before me Thomas L. Zumm, Treasurer of Main-South Corp., an Illinois corporation and general partner of Main South Limited Partnership, an Illinois limited partnership, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of said company.

Given under my hand and seal of office this 5th day of October, 2010.



Linda O'Donnell
Notary Public

Commission Expires:

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

HOLY CROSS CATHOLIC CHURCH
OF BATAVIA, a religious corporation

By: *Daniel J. Deutsch*
Daniel J. Deutsch, Treasurer

STATE OF ILLINOIS)
) SS.
COUNTY OF WINNEBAGO)

A Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel J. Deutsch, personally known to me to be the Treasurer of Holy Cross Catholic Church of Batavia, a religious corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Treasurer, he signed and delivered the said instrument as Treasurer of said corporation, pursuant to authority given under the bylaws of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day of October 2010.

Sally A. Mullen
Notary Public

Commission Expires:
11/13/2010

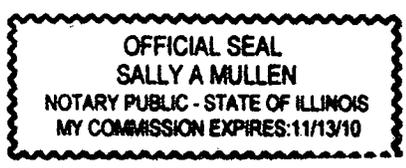


EXHIBIT A

MAIN SOUTH PROPERTY

THE NORTH 100.0 FEET OF LOT 11 OF PART OF UNIT NO. 2, WINDMILL LAKES, BATAVIA, IN THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1993 AS DOCUMENT 93K79562, IN KANE COUNTY, ILLINOIS.

Common Address: SWC of Main Street and Randall Road, Batavia, Illinois
PIN: 12-20-401-019

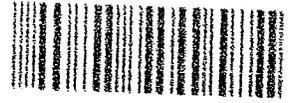
EXHIBIT B

CHURCH PROPERTY

LOT 2 IN UNIT NO. 1, WINDMILL LAKES, BATAVIA, KANE COUNTY, ILLINOIS, IN THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS, EXCLUDING THE FOLLOWING PARCEL:

THAT PART OF LOT 2, UNIT NO. 1, WINDMILL LAKES, BATAVIA, KANE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHERLY NORTHEAST CORNER OF SAID LOT; THENCE SOUTHERLY ALONG AN EASTERLY LINE OF SAID LOT 100.0 FEET TO AN ANGLE POINT THEREIN FOR A POINT OF BEGINNING; THENCE WESTERLY ALONG A WESTERLY EXTENSION OF A NORTHERLY LINE OF SAID LOT FORMING AN ANGLE OF 89°50'48" FROM THE PROLONGATION OF THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 22.52 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 103°07'38" FROM THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 68.68 FEET; THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 51.91 FEET TANGENT TO THE LAST DESCRIBED COURSE 53.60 FEET; THENCE WESTERLY ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT 88.46 FEET; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 22.67 FEET TANGENT TO THE LAST DESCRIBED COURSE 27.58 FEET; THENCE SOUTHERLY ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT 57.90 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 174°29'24" FROM THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 53.31 FEET; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 73.0 FEET TANGENT TO THE LAST DESCRIBED COURSE 62.54 FEET TO A SOUTHERLY LINE OF SAID LOT; THENCE EASTERLY ALONG SAID SOUTHERLY LINE FORMING AN ANGLE OF 34°54'51" FROM A LINE TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT (MEASURED CLOCKWISE THEREFROM) 318.20 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTHERLY ALONG AN EASTERLY LINE OF SAID LOT FORMING AN ANGLE OF 99°06'19" FROM THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 270.0 FEET TO AN ANGLE POINT THEREIN; THENCE WESTERLY ALONG A NORTHERLY LINE OF SAID LOT FORMING AN ANGLE OF 89°50'48" FROM THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 120.0 FEET TO THE POINT OF BEGINNING IN THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS.

Common Address: 2300 Main Street, Batavia, Illinois
PIN: 12-20-401-002-0000



2010K074783
SANDY WEGMAN
RECORDER - KANE COUNTY, IL

RECORDED: 11/4/2010 2:38 PM
REC FEE: 28.00 RHPFS FEE: 10.00
PAGES: 7

P2 DG 880007457 1 of 3

CHANGE IN ADMINISTRATIVE OWNER
DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS AND
RESTRICTIONS

This Instrument Was Prepared By and After Recording Return to:
Marcia Owens
Wildman, Harrold, Allen & Dixon LLP
225 West Wacker Drive, Suite 2800
Chicago, Illinois 60606

Chy
Company

CHANGE IN ADMINISTRATIVE OWNER

**DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS
AND RESTRICTIONS**

This Change in Administrative Owner (the "Second Amendment") is made as of the 8th day of October, 2010, by Main South Limited Partnership, an Illinois limited partnership (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Declarant entered into that certain Declaration of Reciprocal Easements, Covenants, and Restrictions, dated November 20, 1990 and recorded with the Kane County Recorder of Deeds on November 26, 1990 as Document 90K61476, as amended and restated by that certain First Amendment to Declaration of Reciprocal Easements, Covenants and Restrictions, dated January 4, 1991 and recorded January 15, 1991 as Document 90K02401 (collectively, the "Declaration"), which Declaration affects the property legally described on Exhibit A attached to this Second Amendment and incorporated herein by reference; and

WHEREAS, Section 11.02 of the Declaration provides that Declarant shall have the right to amend the Declaration at any time, or from time to time, provided that no such modification or amendment adversely affects the ownership interest of any Owner and that no such modification or amendment broadens or increase the liabilities and obligations imposed on each Owner under the Declaration; and

WHEREAS, Declarant desires to change the parcel assigned to the role of Administrative Owner under the Declaration; and

WHEREAS, such change in the parcel assigned to the role of Administrative Owner shall not affect any Owner (other than Declarant) and shall not broaden or increase the liabilities and obligations imposed on each Owner under the Declaration.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby state as follows:

1. **Recitals Incorporated; Certain Defined Items.** The Recitals set forth above are hereby incorporated into this First Amendment and shall be deemed terms and provisions hereof, the same as if fully set forth in this Section 1. Capitalized terms that are not otherwise defined in this Second Amendment, but are defined in the Declaration, shall have the same meanings as are ascribed to such terms in the Declaration.

2. **Administrative Owner.** The first sentence of Section 1.01(a) of the Declaration is hereby amended as follows:

"(a) 'Administrative Owner' shall mean and refer to the Owner of Lot 14 as shown on the Site Plan attached hereto as Exhibit B and incorporated herein by reference."

3. **Conflict; Survival.** In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of the Declaration, the terms and provisions of this

Second Amendment shall control in all events. Except as specifically modified or amended by the terms of this Second Amendment, the Declaration remains in full force and effect, without change or modification.

4. **Counterparts; Signature Pages.** This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Second Amendment may be executed and notarized on separate pages and when attached to this Second Amendment shall constitute one complete document.

EXHIBIT A

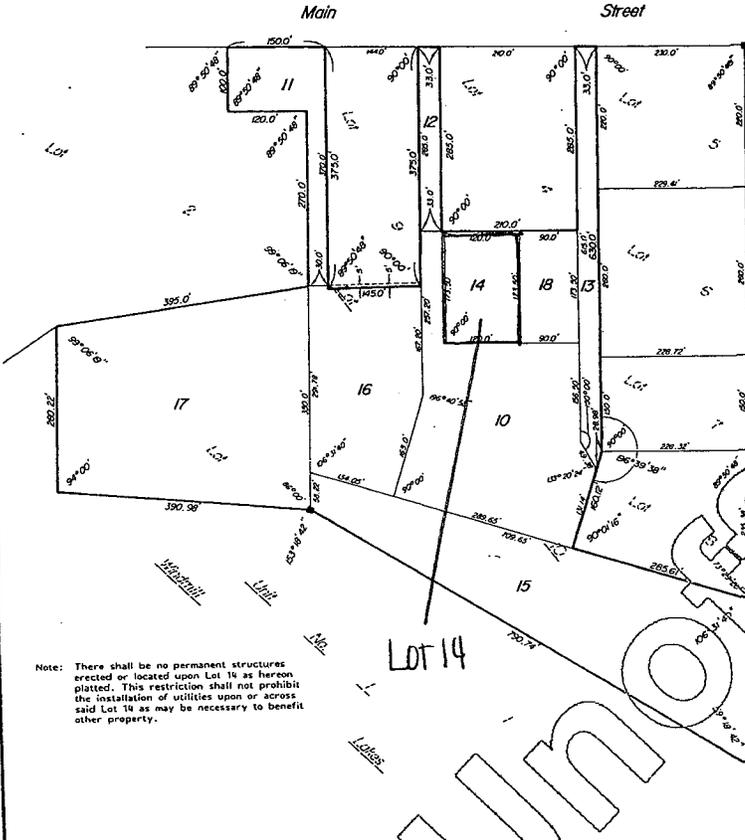
LEGAL DESCRIPTION

LOTS 4, 5, 6, 7, 8 AND 9 IN UNIT NO. 2 WINDMILL LAKES SUBDIVISION, BATAVIA, KANE COUNTY, ILLINOIS AND LOTS 10, 11, 12, 13, 14, 15, 16, 17 AND 18 OF RESUBDIVISION OF PART OF UNIT NO. 2, WINDMILL LAKES, BATAVIA, IN THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1993 AS DOCUMENT 93K79562, IN KANE COUNTY, ILLINOIS.

EXHIBIT B

SITE PLAN

Resubdivision of Part of Unit No. 2 Windmill Lakes Batavia Kane County Illinois



Note: There shall be no permanent structures erected or located upon Lot 14 as hereon platted. This restriction shall not prohibit the installation of utilities upon or across said Lot 14 as may be necessary to benefit other property.

State of Illinois I, [Signature], a Notary Public in and for the County of Kane and State aforesaid, hereby certify that [Signature] of Aidi Inc., an Illinois corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing owner's certificate, as said officers, appeared before me this day and acknowledged the execution of the annexed plat and accompanying instrument as their free and voluntary act and as the free and voluntary act of said Aidi Inc.

hand and Notarial Seal, this 13th day of Oct, 1993. [Signature] Notary Public

State of Illinois I, [Signature], a Notary Public in and for the County of Cook and State aforesaid, hereby certify that [Signature] of Main South Limited Partnership, an Illinois limited partnership, is the owner of part of the land described in the foregoing surveyor's certificate and has caused the same to be surveyed, subdivided and platted, as shown by the annexed plat, for the uses and purposes therein set forth, as allowed and provided by statute, the subdivision to be known as "RESUBDIVISION OF UNIT NO. 2, WINDMILL LAKES, BATAVIA, KANE COUNTY, ILLINOIS", and it hereby acknowledges and adopts the same under the style and title aforesaid.

Dated at Chicago, Illinois, this 13th day of Oct, 1993. [Signature] Notary Public

State of Illinois I, [Signature], a Notary Public in and for the County of Cook and State aforesaid, hereby certify that [Signature] of Main South Limited Partnership, an Illinois limited partnership, is the owner of part of the land described in the foregoing surveyor's certificate, as said officers, appeared before me this day and acknowledged the execution of the annexed plat and accompanying instrument as their free and voluntary act and as the free and voluntary act of said Main South Limited Partnership.

Given under my hand and Notarial Seal, this 13th day of Oct, 1993. [Signature] Notary Public

State of Illinois I, [Signature], a Notary Public in and for the County of Cook and State aforesaid, hereby certify that [Signature] of LaSalle National Bank (fka The Exchange National Bank), as Mortgagee.

Dated at Chicago, Illinois, this 23 day of Sept, 1993. [Signature] Attest: [Signature]

State of Illinois I, [Signature], a Notary Public in and for the County of Kane and State aforesaid, hereby certify that [Signature] of the City Council of the City of Batavia, Illinois.

Accepted and approved by the City of Batavia Planning Commission, this 10th day of August, 1993. [Signature] Planning Commission Chairman

State of Illinois I, [Signature], County Clerk in and for the County and State aforesaid, find no redeemable tax sale, unpaid forfeiture taxes or unpaid current taxes against any of the real estate described in the foregoing surveyor's certificate.

Dated at Geneva, Illinois, this 13th day of October, 1993. [Signature] County Clerk

State of Illinois I, [Signature], County Recorder in and for the County and State aforesaid, hereby certify that this instrument No. 93K79562 was filed for record in the Recorder's Office of Kane County, Illinois, on the 13th day of October, 1993, at 2:12 o'clock P.M., and was recorded in Plat Envelope No. 794-A.

[Signature] County Recorder

UTILITY EASEMENT PROVISIONS Provisions for utility easements over the Lots hereon platted shall be contained in a certain Second Amendment to and First Restatement of, Reciprocal Easements, Covenants and Restrictions, (the "Second Amended and Restated Declaration"), into which the owners of all of the Lots hereon platted shall enter. Said utility easements, as set forth in the Second Amended and Restated Declaration, shall replace and supersede any utility easement provisions result, from and after the date of the recording of said Second Amended and Restated Declaration, the easements referred to therein shall be the only recorded utility easements with respect to the property affected by this Plat of Subdivision. All other utility easements shall be thereupon vacated.

BIKE TRAIL EASEMENT PROVISIONS A 10 foot-wide non-exclusive easement over that portion of Lots 11, 15 and 16 platted hereon, lying within 10 feet of the Lot line that is common to all of said Lots 11, 15 and 16 and Lots 1 and 2 in Unit No. 1, Windmill Lakes and Lot 17 hereon platted, is hereby reserved for and granted to the City of Batavia for the purpose of constructing, maintaining, patrolling and altering a public pathway for pedestrian and non-motorized vehicular use. Said bike trail easement is restricted to the placement of said pathway and may include trees, shrubs, bushes, lawns, and other forms of vegetation. No permanent buildings or structures shall be constructed or maintained on, across, over, or through said bike trail easement. Nothing contained in this paragraph shall preclude the exercise of rights hereinabove granted for utility easements. No such bike trail easement may be claimed or inferred as to any location unless written approval of such location has been duly recorded in the Kane County Recorder's Office.

DONAHUE AND THORNHILL, INC. 7 RICHARDS STREET GENEVA, ILLINOIS 60134 (708) 232-7418

State of Illinois I, [Signature], a Notary Public in and for the County of Kane and State aforesaid, hereby certify that Aidi Inc., an Illinois corporation, is the owner of part of the land described in the foregoing surveyor's certificate and by the duty elected officers has caused the same to be surveyed, subdivided and platted, as shown by the annexed plat, for the uses and purposes therein set forth, as allowed and provided by statute, the subdivision to be known as "RESUBDIVISION OF UNIT NO. 2, WINDMILL LAKES, BATAVIA, KANE COUNTY, ILLINOIS", and it hereby acknowledges and adopts the same under the style and title aforesaid.

Dated at Batavia, Illinois, this 10th day of Dec, 1992. [Signature] Attest: [Signature]

CITY OF BATAVIA
MINUTES OF THE BATAVIA CITY COUNCIL
May 2, 2016 at 7:30 p.m. - City Council Chambers
100 N. Island Ave. Batavia, Illinois

PLEASE NOTE: These minutes are not a word-for-word transcription of the statements made at the meeting, nor intended to be a comprehensive review of all discussions. Minutes are intended to make an official record of the actions taken by the Committee/City Council, and to include some description of discussion points as understood by the minute-taker. Any references to discussion and /or statements are only to provide greater clarity to the public and they may not reference all, some, or any of an individual speaker's comments.

1. MEETING CALLED TO ORDER by Mayor Schielke 7:32 p.m.

2. INVOCATION followed by PLEDGE OF ALLEGIANCE led by Ald. Cerone

3. ROLL CALL: 12 of 14 aldermen were present.

Aldermen (by ward): Michael O'Brien (1), Carl Fischer (1), Martin Callahan (2), Alan Wolff (2), Kyle Hohmann (3), Paula Mueller (4), Susan Stark (4), Kevin Botterman (5), Nicholas Cerone (6), Michael Russotto (6), David Brown (7) and Drew McFadden (7) were present. Lucy Thelin Atac (5) and Dan Chanzit (3) were absent.

Also present were BATV and members of the press, public and the following:

City Administrator	William McGrath
City Attorney	Roman Seckel
City Clerk	Heidi Wetzell
Finance Director	Peggy Colby
Fire Chief	Randy Deicke
Human Resources Director	Wendy Bednarek
Economic Development Advisor	Chris Aiston

4. ITEMS REMOVED/ADDED/CHANGED - none

5. CONSENT AGENDA

Accept and Place on File:

A. Committee of the Whole Minutes for April 5, 2016

Approvals:

B. April 22, 2016 Payroll \$771,580.68

C. Accounts Payable Check Register \$751,233.32

D. ORDINANCE 16-21: Declaring Surplus Property

(Scott Haines 4/6/16 COW 4/26/16 13/0) CS

E. RESOLUTION 16-40-R: Requesting Permit from IDOT for Road Closures for 2016 Farmer's Market (Gary Holm 4/6/16 COW 4/26/16 13/0) CS

F. RESOLUTION 16-43-R: Requesting Permit from IDOT for Road Closures for 2016 Triathlon (Gary Holm 4/12/16 COW 4/26/16 13/0) CS

G. RESOLUTION 16-35-R: A Resolution Approving IGA for Animal Control Services with Kane County (Gary Schira 4/12/16 COW 4/26/16 13/0) GS

Motion by Ald. McFadden, seconded by Ald. Cerone, to approve the Consent Agenda as presented. Motion Carried 12 yea/ 0 nay/ 2 absent

6. MATTERS FROM THE PUBLIC: (For Items NOT on the Agenda)

Todd Zies, who is running for the Kane County Board District 10 seat, introduced himself to the assembled.

7. CHAMBER OF COMMERCE

Holly Deitchman announced upcoming Chamber Events including a May 18th networking event which is a par 3 challenge at the Mill Creek Golf Club that is free and open to the community at large. The putts and pig golf classic will be on Monday June 6 at Eagle Brook Country Club. The Chamber is producing the official city map.

Deitchman introduced Mary and Chris Ginder of Gindo's Spice of Life. The couple started their company in Los Angeles and are in 150 restaurants there. They have moved to be closer to family and look forward to buying a house in Batavia, start manufacturing in the city, and eventually open a restaurant here.

8. RESOLUTION 16-44-R: Authorizing Execution Of A Contract For The Execution of a Contract with Geneva Construction Company of Aurora, Illinois for the Wilson Street Sidewalk Construction Project in the amount of \$41,000.00 (Tim Grimm 4/20/16 COW 4/26/16 13/0) CS

Ald. Wolff explained the sidewalk will be located on the north side of Wilson Street and is the last missing piece of sidewalk between Kirk Road and downtown Batavia. A portion of the cost for this project will be paid for by grant from Kane County and the City cost will be \$15,000.

Ald. O'Brien thinks it is very good that this is being done to keep residents safe.

Ald. Wolff also noted the \$41,000 plus the 5% contingency amount comes to \$43,050.00.

Motion by Ald. Wolff, seconded by Ald. O'Brien to approve Resolution 16-44-R: Authorizing Execution Of A Contract For The Execution of a Contract with Geneva Construction Company of Aurora, Illinois for the Wilson Street Sidewalk Construction Project for a not-to-exceed amount of \$43,050.00. Motion carried 12 yea/ 0 nay / 2 absent

9. RESOLUTION 16-45-R: Authorizing the Execution of a Contract with Ehlers, Inc. for Economic Development Consulting Services: Reviewing Developer's Proposal and Request for Financial Assistance, in the amount of \$12,500.00 (Chris Aiston 4/21/16 COW 4/26/16 14/0) GS

Ald. McFadden introduced the resolution and noted this was to hire a TIF consultant to review the Blue Goose proposal. He thinks this is an important project for the City and must be done in

the most prudent fashion possible. He asked the city Economic Development Consultant Chris Aiston to explain.

Aiston noted that an associate at Ehler's had appeared before the Committee of the Whole with their proposal. To determine if and how much financial assistance would be required to make the redevelopment of Batavia Plaza as proposed by Blue Goose and BEI economically viable.

Ald. McFadden announced the cost will be covered out of the funds available City economic development professional service budget.

Ald. O'Brien reminded all that Ehler's is in the business of representing municipalities in these types of actions. He thinks the information will be important in making the right decisions.

Motion by Ald. McFadden, seconded by Ald. O'Brien, to approve Resolution 16-45-R: Authorizing the Execution of a Contract with Ehlers, Inc. for Economic Development Consulting Services: Reviewing Developer's Proposal and Request for Financial Assistance, in the amount of \$12,500.00. Motion carried 12 yea/ 0 nay/ 2 absent.

10. ADMINISTRATOR'S REPORT – City Administrator Bill McGrath

The MetroWest drive down to Springfield is this weekend and Batavia will have the largest contingent with 10 aldermen and the Mayor going to meet with leaders in the State Legislature.

May 21st is the River Clean Up people who are interested should bring gloves and garbage bags and wear sturdy shoes

May 15-21 is Public Works Week. The Director of Public Works Gary Holm will be at the library reading books and there will be a snowplow for the kids to inspect. Sign up at the library

The City met with the Park District and asked if it would be acceptable to have the Park Board in on Tuesday May 31st to discuss future plans including the river and the Depot Museum. There were no objections to the meeting date.

There are some inquiries about the Golden Corral. Suncast has filed the paperwork to put a 300,000 sq ft addition to their facility on Suncast Lane. This will increase manufacturing space.

The City met with MainStreet to discuss signage downtown branding and marketing. There will be a discussion at the May 24 COW regarding the possibility of hiring a professional to help with this.

11. COMMITTEE REPORTS

Community Development Committee- Ald. Brown

The Committee of the Whole meeting for May 3 has been canceled as many of the aldermen will be in Springfield. The Community Development Committee meet in the Committee of the Whole

on May 10. The Plan Commission will meet on May 4. Historic Preservation Committee will meet May 9.

Government Services Committee- Ald. McFadden

The Government Services Committee will meet in the Committee of the Whole May 10.

City Services Committee – Ald. Wolff

The City Services Committee will meet in the Committee of the Whole on May 10.

Public Utilities – Ald. O’Brien

The Public Utilities Committee will meet in the Committee of the Whole on May 10.

Ald. Atac entered the meeting at 8:03 thus making 13 of 14 aldermen present.

12. OTHER BUSINESS

Ald. Callahan announced there is much interest in the Soapbox race being planned for June 12 at 3 p.m.

There is another event planned for June 14 from 7-9 p.m. that will include the Air Force Band and a Luminaria display. The Committee of the Whole will be cancelled for that night.

Ald. Stark thanked the community and announced \$259.15 was donated during the loyalty day parade. Volunteers will be needed to work the parking lots and take collections on the 4th of July.

13. MAYOR'S REPORT

The Mayor reminded the Council that on May 13 and May 18 the Council will meet to interview the candidates for the position of City Administrator. All this will be done in executive session.

Next Monday morning at 10 am will be a gathering of the staff and friends of Valley Sheltered Workshop for a recommittal of the facility and recap of the their first 50 years.

14. CLOSED SESSION: 8:16 -9:17

- a. Acquisition of Real Property
- b. Personnel

Motion by Ald. Brown, seconded by Ald. Hohmann, to enter into Closed Session to discuss Acquisition of Real Property and Personnel. Motion carried 12 yea/ 1 nay (Wolff)/ 1 absent.

All those who entered into Closed Session returned to Regular Session.

15. ADJOURNMENT 9:17 p.m.

Motion to adjourn by Ald. Brown, seconded by Ald. O’Brien, motion passed by voice vote.

Minutes prepared and submitted by,
Heidi Wetzell
City Clerk

CITY OF BATAVIA

DATE: June 3, 2016
TO: Mayor & City Council
FROM: Bill McGrath, City Administrator
SUBJECT: Ordinance 16-34 Bodywork Regulation

There was much discussion at the Committee of the Whole about fees. Staff has had discussions since then with a few alderpeople trying to appreciate the difference between a sole proprietor who is a license massage therapist and a non-license person who runs such an activity.

We are recommending a change in the Ordinance as recommend as follows:

The initial license fee and the annual license renewal fee for a bodywork establishment license shall be as follows:

1. \$100 for establishments for which bodywork is the primary service being provided;
2. \$50 for establishments for which bodywork is not the primary service being provided.
3. \$10 for a massage therapist operating as a sole proprietor.

We believe this accomplishes the intention of the Council. Attached are red-lined and clean versions showing this change.

This matter will be on the June 6, 2016 Council agenda for consideration. We would appreciate your thoughts and insights.

Thank you

Attachment Ord 16-34 Red-Line and Clean

C: Department Heads

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-34**

**REVISING TITLE 3 OF THE BATAVIA MUNICIPAL CODE APPROVING THE
REGULATION OF BODYWORK ESTABLISHMENTS**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
___ DAY OF _____, 2016**

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This ___ day of _____, 2016

Prepared by:

City of Batavia
100 N. Island Ave.
Batavia, IL 60510

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-34**

**REVISING TITLE 3 OF THE BATAVIA MUNICIPAL CODE APPROVING THE
REGULATION OF BODYWORK ESTABLISHMENTS**

WHEREAS, massage therapists are regulated exclusively by the State, but massage establishments and establishments that perform bodywork are not regulated by the State; and,

WHEREAS, in recent years, some establishments throughout the area purporting to provide legitimate massage services have actually engaged in illegal sexual activity such that there is a need for local regulation to prevent such activity in the City of Batavia; and

WHEREAS, Illinois Compiled Statutes 225 ILCS 57/25(g) exempts “practitioners of Asian bodywork approaches” from the licensing requirements of the Massage Licensing Act (225 ILCS 57/1, *et seq.*) if the practitioner is a member of the American Organization of Bodywork Therapies of Asia as a certified practitioner, or if approved by an Asian bodywork organization based upon a minimum level of training, demonstration of competency, and adherence to ethical standards set by their governing body; and

WHEREAS, the City of Batavia, based upon research, law enforcement investigations and materials presented to its Corporate Authorities, has concluded that there is evidence that the Asian bodywork approach exemption set forth in 225 ILCS 57/25(g) is being used, in some instances, by businesses and persons who are not state licensed massage therapists or bona fide practitioners of Asian bodywork approaches, but for the purposes of conducting unlawful sexual activities for consideration; and

WHEREAS, the Illinois Department of Financial and Professional Regulation (the “Department”) has opined that the exemption under 225 ILCS 57/25(g) of the Massage Licensing Act, does not limit the ability of a home rule municipality to regulate the practitioners of Asian bodywork approaches who are not massage therapists licensed by the Department; and

WHEREAS, the Corporate Authorities of the City of Batavia find that certain non-Asian body work exemptions set forth in 225 ILCS 57/25 are more easily identified as bona fide and have not been subject to the same sexual misconduct abuses as the Asian body work exemption, but nevertheless require regulation by the City but to a lesser extent than Asian bodywork approach establishments; and

WHEREAS, the Corporate Authorities have determined that the amendments to this Section 3-12 set forth in this Ordinance, will reduce the probability that establishments

purporting to house legitimate bodywork as defined in this Ordinance will be used to promote illegal sexual activities while protecting lawful providers of such bodywork approaches; an

WHEREAS, the City of Batavia is a home rule municipality under the laws of the State of Illinois, and this ordinance is enacted pursuant to said powers and authority; and

WHEREAS, this Ordinance is not intended to regulate the licensing of massage therapy or massage therapists or to encroach on the State's exclusive authority to regulate those activities: and

WHEREAS, it is in the best interests of the City and of the public for the City to regulate bodywork establishments (as defined within this Ordinance) to prevent such establishments from being the sites of violations of the laws, rules, regulations and/or ordinances of the City and the State for the safety and welfare of the public.

NOW THEREFORE, BE IT HEREBY ORDAINED by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

SECTION 1. Title 3, Chapter 12 of the Batavia Municipal Code is hereby revised in its entirety as follows:

3-12-1: DEFINITIONS:

As used in this chapter, the following words and phrases shall have the meanings ascribed to them in this section.

ACT: The Illinois Massage License Act (225 ILCS 57/1 et seq.).

ADVERTISE: The issuance of any card, sign, or device to any person; the causing, permitting, or allowing of any sign or marking on or in any building, vehicle, or structure; advertising in any newspaper, magazine, television, radio, Internet streaming, blog, chat room, website or social media; any listing or advertising in any directory; or commercials broadcast by any means and any similar or equivalent communications of a person, business or establishment.

APPLICANT: Any person or entity seeking a bodywork establishment license. If the applicant is a sole proprietorship, the information sought to be provided shall be for the individual owner; if a partnership, by each general and each limited partner; if a joint venture, by each joint venturer; if a corporation, by each officer and director, and unless the corporation's stock is publicly traded, by each shareholder owning or holding more than 5% of the outstanding stock in said corporation; if a limited liability company, by each manager and by each member owning or holding more than a 5% membership interest; if an entity is made up of one or more sub-entities, then the foregoing information shall be provided or for each sub-entity. It shall also include the business manager or other person principally in charge of the operation of the business.

BODYWORK or BODYWORK SERVICES: Any method of applying pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, touching or stimulating, the external parts of the body, by another individual, with the hands, any body part, or with the aid of any mechanical or electrical apparatus or appliances, with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powders, creams lotions, ointments or similar preparations, for compensation. The definition of bodywork for purposes of this Chapter is intentionally not the same and is broader than the definition of massage in the Act, and is intended to cover massage, bodywork services provided by bodywork practitioners and similar services that fit the definition, regardless of what the services or the person providing the services is called, unless expressly excluded by this Chapter.

BODYWORK ESTABLISHMENT: Any commercial, fixed place of business where any person, firm, association, or corporation advertises, offers, engages in, or carries on, or permits to be offered, engaged in or carried on, bodywork services to patrons in exchange for compensation, excluding home-based bodywork providers.

BODYWORK PROVIDER: Any person who provides bodywork services, including licensed massage therapists.

COMPENSATION: the payment, loan, advance, donation, contribution, deposit, or gift of money or anything of value.

CONVICTION: A plea of guilty or *nolo contendere*, finding of guilty, stipulation to such a finding, jury verdict or entry of judgment by sentencing of any crime, including, but not limited to, convictions, preceding sentences of supervision, conditional discharge or first offender probation under the laws of any jurisdiction of the United States

EMPLOYEE: Any person over 18 years of age, other than a massage therapist, who renders any service in connection with operation of a massage establishment and receives compensation from the owner or operation of the establishment or from its patrons.

LICENSEE: The owner and/or operator of bodywork establishment.

"MASSAGE" or "MASSAGE SERVICES" or "MASSAGE THERAPY" means, as provided in the Act, a system of structured palpation or movement of the soft tissue of the body. The system may include, but is not limited to, techniques such as effleurage or stroking and gliding, petrissage or kneading, tapotement or percussion, friction, vibration, compression, and stretching activities as they pertain to massage therapy. These techniques may be applied by a licensed massage therapist with or without the aid of lubricants, salt or herbal preparations, hydromassage, thermal massage, or a massage device that mimics or enhances the actions possible by human hands. The purpose of the practice of massage, as licensed under this Act, is to enhance the general health and well-being of the mind and body of the recipient. "Massage" does not include the diagnosis of a specific pathology. "Massage" does not include those acts of physical therapy or therapeutic or corrective measures that are outside the scope of massage therapy practice as defined in this Section.

BODYWORK COMMISSIONER: The Mayor is the Bodywork Commissioner.

MASSAGE THERAPIST: Any person who is licensed under the Act and administers massage for compensation.

OWNER: An individual, if a sole proprietorship, or any of the following individuals who have a five percent (5%) or more interest in a business and/or are entitled to share in five percent (5%) or more of the profits of the business, including but not necessarily limited to, general partners, shareholders and members, and including the individuals who have any ownership interest in any partnership, corporation, LLC or other entity that is a partner, member or shareholder of the entity in which name a business is conducted. An owner is intended to mean individuals, only, and if a business is owned by another entity, the owners for that business, for purposes of this Chapter, mean the ultimate individuals who are the owners; if a business has successive entities in ownership, the owners for purposes of this Chapter shall be the individuals at the end of the chain of ownership.

PATRON: Any person who receives bodywork services under such circumstances that are reasonably expected that he or she would pay money or give any other form of compensation therefore.

PERMIT: For purposes of this Chapter a person permits something if the person knows or by due diligence should have known of the conduct and does not stop or prevent the conduct from happening.

PERSON: Any individual, partnership, firm association, limited liability company, joint stock company, corporation or combination of individuals of whatever form or character.

RECOGNIZED SCHOOL: A recognized school means any school or educational institution licensed to do business as a school or educational institution in the state in which it is located, or any school recognized by or approved by or affiliated with the American Massage Therapy Association, the National Certification Board for Therapeutic Massage and Bodywork, or the Federation of State Massage Therapy Boards, and which has for its purpose the teaching of the theory, method, profession, or work of massage, which school requires a resident course of study before the student shall be furnished with a diploma or certificate of graduation from such school or institution of learning following the successful completion of such course of study or learning.

SEXUAL OR GENITAL AREA: The genitals, pubic area, anus, or perineum of any person, or the vulva or breasts of a female.

3-12-2 BODYWORK ESTABLISHMENT LICENSE REQUIRED

No person shall advertise, offer, engage in, conduct or carry on, or permit to be advertised, offered, engaged in, conducted or carried on, bodywork services in any establishment, or provide bodywork in return for compensation in any establishment in the City without first having obtained a bodywork establishment license issued by the

City pursuant to the provisions of this Chapter for each and every premises used for conducting or providing bodywork services for compensation, with the exception of the following:

- A. Home based bodywork practices operated by a person who has a State massage license or who is exempt therefrom, providing that the individual is in compliance with the City Zoning Code provisions that apply to home occupations;
- B. Bodywork establishments that are open for business and operating on the date this Chapter is approved by ordinance and becomes effective, providing that an application for a bodywork establishment license shall be filed and the bodywork establishment be in full compliance with the provisions of this Chapter no later than ninety (90) days from the effective date this Chapter is approved by Ordinance.
- C. Bodywork establishments that are expressly exempted from the requirement of a bodywork establishment license pursuant to Section 3-12-4.

Regardless of whether a bodywork establishment is required to be licensed under this Chapter, any bodywork establishment or individual who violates any applicable provision of the Act or of this Chapter may be subject to prosecution for such violation pursuant to State or local citation.

3-12-3 MASSAGE THERAPIST LICENSE REQUIRED

No person shall provide or permit another person to provide massage therapy or massage services for compensation in any capacity in the City of Batavia unless the person providing the massage therapy or massage services is a licensed massage therapist or demonstrates with appropriate proof that he or she is exempt from the Act (225 ILCS 57/25).

3-12-4 EXEMPTIONS FROM LICENSING AND FEES

- A. A bodywork establishment license shall not be required for the premises and businesses at which all of the employees, independent contractors and agents are limited to one or more of the following exempt categories, even if the services they perform fall under the definition of bodywork:
 - 1. Physicians, surgeons, chiropractors, osteopaths, podiatrists, naprapaths, occupational therapists or physical therapists who are duly licensed to practice their respective professions in the state and persons overseen by them in the course of such professional practice.
 - 2. Athletic trainers for any athletic program of a private or public school, college or university or for any athletic team regularly organized and engaging in competition.

3. State-licensed physician assistants, practical nurses and registered nurses acting in the normal course of their medical duties under the supervision of licensed physicians, surgeons, chiropractors, osteopaths, podiatrists, naprapaths and similar licensed medical professionals.
4. Barbers, estheticians and cosmetologists who are duly licensed under the laws of this state, except that this exemption shall apply solely to the massaging of the neck, back, face, scalp, hair, hands and feet of the customer or client for cosmetic or beautifying purposes, and provided that these services are provided to patrons who are fully clothed.
5. Hospitals, sanitariums, nursing homes, assisted living facilities, home health agencies, hospice programs and other such programs as defined and licensed by the state under ILCS Ch. 210.
6. Bodywork provided by massage therapy students enrolled in a recognized school during the course of clinical externships, practicums or community services, provided that such bodywork services are part of the curricular requirements of the recognized school and for which no compensation is received.
7. Bodywork services performed at the patron's premises, including the patron's place of business or residence.

The burden of proof is on the person who claims an exemption to establish by clear and convincing evidence that the exemption applies. Exemption from licensing does not mean that persons owning or working in or working for such an establishment are exempt from other provisions of this Chapter.

B. The following are exempt from the fingerprinting and background check requirements:

1. Owners who have a current, valid State massage therapy license; and
2. Employees, agents and any persons performing bodywork services on the premises who have a current, valid State massage therapy license.

3-12-5 APPLICATION FOR BODYWORK ESTABLISHMENT LICENSE

An application shall be filed for every bodywork establishment in the City that is required to obtain a license on the form provided by the City made under oath with the payment of nonrefundable annual license fees in the amount set forth in Section 3-12-6.C of this Chapter. The applicant must be eighteen (18) years old or older and the owner of the business for which the application is sought or an agent of the owner with authority to bind the owner. The application shall include consents to perform investigations of the veracity of all of the information and documentation provided, criminal background checks and fingerprinting of the persons required to have fingerprinting and background

checks as identified in Subsections D,5 and F below. The cost of the criminal record check and fingerprint submissions shall be borne by the applicant.

A. Business. The application shall include the following information and documentation:

1. The name of the business, all assumed names under which the business is to be conducted and employer identification number of the business providing the bodywork services.
2. The federal employer identification number (FEIN) and state of Illinois business tax number (IBT) of the business.
3. The type of business entity, i.e. sole proprietorship, partnership, corporation, LLC, etc.
4. A copy of the records that establish the current ownership of any interest in the business of five percent (5%) or greater (such as partners, shareholders, members, and if the legal owner of the business is an entity, a copy of the records that establish the individual owners of the ownership entity, and so on until the records establishing the individual owners at the end of the chain of ownership are established.)
5. A copy of the business records that establish the persons with current management authority (such as officers, members, managers, general partners, etc.) and supervisory authority.
6. Proof that the business and all underlying entities with ownership interest of five percent (5%) or more is in good standing with the State (or other state or country) if the business is chartered by the State (such as for corporations, LLCs, limited partnerships, etc.) or other state or country.
7. Street addresses and names under which all of the record owners identified pursuant to Section 4 above have operated any existing or prior business(es) owned or operated within the last five (5) years under the same business entity or entities or any of the owners of the business for which the application is being filed.
8. A description of the services to be provided on the premises and whether any bodywork services provided or to be provided as defined in this Chapter are a primary or ancillary activity that will take place on the premises. Bodywork services are the primary business if fifty percent (50%) or greater of the revenue generated from sales of service or products on the premises are derived from bodywork services.

9. All telephone numbers, websites and Internet addresses of the business and sample copy of the advertising of the bodywork services being provided, if the business is already in operation.
 10. A statement whether the business or any affiliated or predecessor business has ever had a business license of any kind denied, suspended or revoked, and the reasons therefor.
- B. Premises. The application shall contain the following information and documentation of the premises for which a bodywork license is sought:
1. The street address, mailing address (if different) and all telephone numbers for the business where the bodywork services are or will be conducted.
 2. If the premises is leased,
 - a. A copy of the Lease, and any Sub-Leases, Assignments and Acceptances of such Sub-Leases or assignments in effect,
 - b. The name, address and phone number of the owner of the premises,
 - c. The name, address and phone number of the tenant of the premises, if the tenant is other than the applicant or the business that is or will be operating in the premises in which bodywork services will be provided.
 - d. The name, address and phone number of the landlord of the premises, if the landlord is other than the owner of the premises in which the bodywork services will be provided.
 - e. Signed authorization by the owner, landlord and/or tenant of the premises for the application to be filed, acknowledging that the owner, landlord and/or tenant has a copy of the application to be filed, has read the contents of it and agrees with the representations to be made by the owner and/or landlord.
 4. A drawing or floor plan of the premises designating each room by its purpose and the activity that will take place in each room.
- C. Business Owners and Supervisors. The applications shall include the following information and documentation of the business Owners, as defined in Section 3-12-1 (collectively referenced as "Owners" herein), and all directors, officers, managers and persons with supervisory authority:
1. Name, gender, residential address and phone number(s), facsimile number(s), e-mail address(es), and other contact information.
 2. Date of birth, place of birth, driver's license number and social security number.

3. The previous two (2) residential addresses.
 4. Photo identification issued by the federal or state government, or a subdivision or agency thereof.
 5. A complete list of any aliases.
 6. The business, occupation, and employment history for the past three (3) years.
 7. A statement whether the owners or any directors, officers, managers or persons with supervisory authority have ever owned, been involved with or worked for a business that has had a business license of any kind denied, suspended or revoked, and the reasons therefor.
 8. A statement whether the owner or any director, officer, manager, person with supervisory authority and or any person who has or will perform bodywork services to the Applicant's knowledge has ever been convicted of a crime, other than misdemeanor traffic violations, including the dates of convictions, nature of the crimes and place convicted, including but not limited to a) any felony; and b) any misdemeanor, or local ordinance or code violation an essential element of which is i) dishonesty, ii) illicit drugs, iii) sexual offenses as defined in 720 Illinois Compiled Statutes 5/11-1, *et seq.*, iv) the use of violence or force, or that is directly related to the practice of the massage or bodywork or operation of a bodywork establishment.
 9. Proof that the owners and any directors, officers, managers or persons with supervisory authority are at least 18 years of age.
 10. Authorization for the police to conduct criminal background checks and take fingerprints for all owners and employees with supervisory authority.
 11. The name and address of any other business currently owned or operated by any Owner, director, officer, manager or person with supervisory authority.
- D. Business Employees and Agents. The applications shall include the following information and documentation of the employees and independent contractors or agents that have been or are intended to be employed to provide massage or bodywork services:
1. The names, residential addresses and phone numbers.
 2. Photo identification issued by the federal or state government, or a subdivision or agency thereof.
 3. A copy of the State issued massage therapy licenses or State or National licenses of certifications by which authority the persons may perform the massage or bodywork or proof of exemption from the requirement of licensing or certification under Section 25 of the Act.

4. A description of the type of bodywork approach or modality that will be practiced by each employee and each independent contractor or agent who is or will be performing bodywork in the premises.
 5. Signed consents to fingerprinting and criminal backgrounds checks unless exempted under Section 3-12-4.B.
- E. Miscellaneous. The Application shall include the following additional information and documentation:
1. Proof that the bodywork establishment for which the license is being sought currently carries or has secured a commercial general liability policy and professional liability policy reflecting limits of no less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars in the aggregate for covered claims arising out of but not limited to, bodily injury, property damage, personal and advertising injury, and contractual liability in the course of the license holder's business.
 2. Any other information and documentation that may be deemed necessary or appropriate for determination whether the criteria for obtaining a bodywork establishment license is warranted.
- F. Each Owner shall provide a complete set of fingerprints unless exempted under Section 3-12-4.B.
- G. As a condition of the application and right to obtain a license, any person filing an application and any business for which a license is issued under this Chapter is deemed to have authorized the City, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for a license, including a background criminal check of the applicant and any of the owners and employees or agents identified in the application, and the business must allow inspections of the bodywork establishment at any time the business is advertised to be open for business and any time a business is receiving patrons for service, even if the business is not advertised as open to the public at that time. The deemed authorization and submission to investigation and inspection that accompanies the filing of an application and issuance of a license is not intended to require or authorize the licensee, the business or its employees, independent contractors or agents to violate HIPAA, privacy laws or the privacy rights of patrons.
- H. All of the information and documentation to be provided with the application shall be updated and brought current at the time of annual renewal of the license, except that all information and documentation of the Owners, directors, officers, managers, persons having supervisory authority, employees, independent contractors and agents of the licensee who perform body work services shall be updated within ten (10) days after such change occurs.

Submission of an application by a person other than the owner of the business for which a license is sought shall be deemed to have been authorized by the business and its owners once the application is approved, a license is issued and the establishment holds itself out for business to the public at the licensed premises

3-12-6 TERMS OF LICENSE; LICENSE FEES; LICENSE RENEWAL

- A. The term for licenses issued under this Chapter is for one year beginning June 1, and ending on May 31, and the licenses must be renewed each year.
- B. All license fees required to be paid shall be paid at the time that the initial or renewal application is made. All applicable license fees and any other required fees, including costs of fingerprinting, shall be paid prior to the issuance of any license.
- C. The initial license fee and the annual license renewal fee for a bodywork establishment license shall be as follows:
 - 1. \$100 for establishments for which bodywork is the primary service being provided;
 - 2. \$50 for establishments for which bodywork is not the primary service being provided.
 - 3. \$10 for a massage therapist operating as a sole proprietor.
- D. In addition to the fees identified in subsection C. above, an initial applicant or licensee seeking renewal of a bodywork establishment license shall pay a background check fee of \$100 and the fingerprint fee(s) in the amount assessed against the City for each of the owners, supervisors and providers of bodywork services in the premises who are not exempted under Section 3-12-4.B and a background check.
- E. A license may be suspended or revoked for failure to pay the fees and for those grounds stated in 3-12-18. Such suspension or revocation may be in addition to any fine imposed.
- F. In addition to the application fee, the applicant shall provide updated information for all licensed massage therapists and for all persons performing massage services who are exempt with proof of the exemption.
- G. All other information required to be provided in the initial application that has not otherwise been updated prior to the filing of the renewal application shall be updated at the time of renewal.

3-12-7 SANITATION AND SAFETY REQUIREMENTS

All licensed premises shall be periodically inspected by a duly authorized representative of the City for safety of the structure and adequacy of plumbing ventilation, heating, illumination and fire protection. In addition, the premises shall comply with the following regulations.

- A. The walls shall be clean and painted with washable, mold-resistant paint in all rooms where water or steam baths are given.
- B. Floors shall be free from any accumulation of dust, dirt or refuse.
- C. The premises shall have adequate equipment for disinfecting and sanitizing non-disposable instruments and materials used in administering massages. Such non-disposable instruments and materials shall be disinfected after use on each patron. All equipment used in the bodywork establishment shall be maintained in a clean and sanitary condition.
- D. Soaps, towels, linens and laundered sheets must be provided. All such towels, linens and items for the personal use of operators and patrons shall be clean and freshly laundered after each use thereof and stored in a sanitary manner.
- E. Towels, linens and sheets shall not be used for more than one patron.
- F. All bodywork services or practices are prohibited in any cubicle, room, booth or other area within a bodywork establishment which is fitted with a door capable of being locked.
- G. Toilets, dressing room facilities, lockers, steam baths, tubs or showers, if provided, shall not be utilized by more than one patron and/or staff member at any one time.
- H. Closed cabinets shall be provided and used for the storage of clean linen, towels and other materials used in connection with administering massages. All soiled linens, towels and other materials shall be kept in properly covered containers or cabinets, which containers or cabinets shall be kept separate from the clean storage areas

3-12-8 ISSUANCE AND DENIAL OF LICENSES

- A. The Bodywork Commissioner shall act to approve or deny an application for a license under this chapter within a reasonable period of time, and in no event shall the Bodywork Commissioner act to approve or deny the fully completed license later than sixty (60) days from the date that the application was accepted by the City.
- B. In the case of an initial application for bodywork establishment license, the Building Commissioner or designee shall inspect the premises to be licensed to assure that the proposed operation complies with all applicable laws, including the

- building, electrical, plumbing, health, housing, zoning, and fire codes of the City, and any other regulations of the city relating to the public health, safety and welfare. The Building Commissioner shall make written verification to the Bodywork Commissioner concerning compliance with the codes and ordinances of the City.
- C. Upon receipt of a properly completed initial application for bodywork establishment license or renewal, the Bodywork Commissioner shall submit the completed application to the Chief of Police for an investigation into the applicant's criminal history and to obtain fingerprints of the persons identified in the application.
- D. The Bodywork Commissioner, with the advice and consent of the City Council, shall either issue a license, or notify the applicant in writing that the application has been denied. The license shall be denied if the applicant fails to comply with the requirements of this chapter or with the requirements of any other provision of this code which is applicable to the establishment and/or activities of the applicant. In addition, no license shall be issued to any applicant if:
1. The proposed operation does not comply with all applicable laws, including, but not limited to, the building, electrical, plumbing, health, housing, zoning and fire codes of the City; or
 2. The applicant, if an Owner; or any of the officers, directors, managers or persons having supervisory authority or employees or other persons who have or will perform bodywork services in the premises of the establishment have been:
 - a. Convicted of a felony under the laws of the state of any other state, or under the federal laws of the United States, within five (5) years of the date of the application or any misdemeanor, an essential element of which is i) dishonesty, ii) illicit drugs, iii) sexual offenses as defined in 720 Illinois Compiled Statutes 5/11-1, *et seq.*, iv) the use of violence or force, or that is directly related to the practice of the massage or bodywork;
 - b. Convicted of a violation of any provision of the Act of this Chapter.
 3. The applicant has had a bodywork business, massage therapist or similar license denied, suspended or revoked by the City, by a state or by a unit of local government; or
 4. The applicant has knowingly made false, misleading or fraudulent statements of fact in the license application or in any document required by the City in conjunction with the license application or has knowingly withheld material information.

5. The premises for which the bodywork establishment license or similar license is being sought is a premises for which a bodywork establishment license has been revoked at any time within the last five (5) years, or the owner or landlord of the premises has had a bodywork establishment license or similar license revoked on the premises or any other premises owned or rented by the owner or landlord within the last five (5) years.
- E. In the event that the license is denied for failure to comply with the requirements of this Chapter, the Bodywork Commissioner shall promptly notify the applicant in writing or by telephone of the reasons for the proposed denial. If the failure is not cured within ten days after the date on which the Bodywork Commissioner denies the issuance of the license, the denial shall become final.
- F. The Bodywork Commissioner is authorized to make any rules and regulations necessary to implement this Chapter which are not inconsistent with or prohibited by this Chapter.

3-12-9 DISPLAY OF LICENSES

Every bodywork establishment shall display at all times the bodywork establishment is open for business to the public in a prominent place in the public reception area of the bodywork establishment the bodywork establishment license issued pursuant to this Chapter, the licenses of all massage therapists and the licenses or certifications of all other people who perform bodywork services on patrons of the bodywork establishment.

3-12-10 REGISTRATION AND REGULATION OF EMPLOYEES & AGENTS

- A. The licensee, the owner(s) and any person designated by the licensee as a supervisor of a licensed bodywork establishment shall maintain a register of the persons who perform bodywork services at the establishment, as employees, independent contractors and other agents, including the names and residential addresses for each person along with either:
 1. A copy of the state massage therapy license issued by the State;
 2. A copy of the license or certificate issued by an organization recognized by the State as providing an exemption under the Act (225 ILCS 57/25);
 3. Other proof of exemption under the Act (225 ILCS 57/25);
 4. A copy of a valid I-9 form; and
 5. A copy of photo identification issued by the State or federal government.
 6. A consent for fingerprinting and a background check for employee and/or agent who is or will be performing bodywork services on the premises for all persons not exempted under Section 3-12-4.B.

- B. The licensee, the owner(s) and any person designated by the licensee as a supervisor of a licensed bodywork establishment shall update the register required by this Section and shall supply the updated information contained in the register to the City when the information changes, and no person shall be allowed to perform bodywork services on patrons at the premises who are not listed in the register or for which the updated information has not been provided to the City
- C. The register required by this Section shall be located and available at the bodywork establishment for inspection by representatives of the City at all times during regular business hours.
- D. It shall be unlawful for any bodywork establishment to allow any person to engage in bodywork or provide bodywork services in the bodywork establishment unless:
 - a. The massage license or equivalent license or certificate for that person is displayed as provided in Section 3-12-9; and
 - b. The information required to be maintained by this Section in the register is current and any updated information has been supplied to the City.
- E. It shall be unlawful for any bodywork establishment to allow any person to engage in any conduct that is in violation of the Act or this Chapter

3-12-11 CONDITIONS AND RESTRICTIONS OF LICENCES

- A. Supervision. The premises of the bodywork establishment shall be supervised at all times when open for business. Any establishment providing massage services shall have at least one person who is a licensed massage therapist on the premises at all times while the establishment is open. The licensee shall personally supervise the business, or shall delegate such supervisory responsibility to a manager whose name is listed on the bodywork business license and shall not violate, or permit others to violate, any applicable provisions of the chapter. The violation of any provision of this chapter by any agent or employee of the licensee shall constitute a violation by the licensee.
- B. Sanitary conditions. Every portion of the bodywork establishment, including appliances and apparatus, shall be kept clean and operated in a sanitary condition as required by Section 3-12-7.
- C. Employee dress code. All employees and agents performing bodywork services shall be clean, and wear clean, nontransparent outer garments, covering at least the entire torso and the sexual and genital areas as defined within.
- D. Separate license for each premises. Licenses shall apply only to the premises described in the application, and the license issued thereon, and only one location shall be so described in each license.

- E. Transfer of license. A license shall be a purely personal privilege, effective for a period not to exceed one year after issuance unless sooner revoked as provided in this chapter, and shall not constitute a property interest. No bodywork establishment license is transferrable, separate or divisible, and such authority as license confers shall be conferred only on the licensee named therein.
- F. Minors prohibited. No establishment or person licensed under the provisions of this Chapter shall permit any person under the age of 18 to come or remain on the premises of any bodywork establishment including employees and patrons unless accompanied by or with the written consent of the adult parent or legal guardian of the minor. Persons under the age of 18 may patronize the establishment only with the presence or written consent of their parent or legal guardian.
- G. Alcoholic beverages prohibited. No person shall sell, give, dispense, provide, keep, possess or consume, or cause to be sold, given dispensed, provided, kept, possessed or consumed, any alcoholic beverage on the premises of any bodywork establishment without a valid liquor license, and no liquor shall be sold, offered or consumed in the rooms in which bodywork services are performed unless the room is open to the public.
- H. Solicitations prohibited. No bodywork establishment or person in connection therewith shall place, publish or distribute, or cause to be placed, published or distributed, any advertisement, picture, or statement in any manner and in any medium of advertisement which is known to be false, deceptive or misleading in order to induce any person to purchase or utilize any bodywork services, or which reasonably appears to suggest or imply any sexual activity in connection with bodywork or other services or which appear on any adult website or website or other platform that is known to advertise pornographic, sexual or similar services or products.
- I. Hours of operation. No portion of any business premises used in any way for or by a bodywork establishment shall be kept open for any purpose between the hours of 10:00 p.m. and 6:00 a.m. of the following day.
- J. Inspections. The Bodywork Commissioner or his or her authorized representative may from time to time make inspection of each bodywork establishment and the books and records of the bodywork establishment for the purposes of determining that the provisions of this Chapter are fully complied with. It shall be unlawful for any licensee to fail to allow access to the premises inspection or hinder an authorized City agent who is performing an inspection in any manner. This provision does not authorize or require a licensee, business or employee or agent of the business to violate HIPAA, other privacy laws or the privacy of any patron, and inspections shall be conducted in such a way as to avoid any HIPAA violations, violations of other privacy laws or violations of the personal privacy of patrons.

- K. Residence prohibited. No one shall reside in the bodywork establishment, and no one shall be allowed to remain overnight in the bodywork establishment premises. This prohibition is not intended to prohibit anyone from living in a separate portion of a commercial building that is zoned and authorized for residential use or from conducting bodywork services out of private residential property that is zoned for residential use and is being used in compliance with zoning laws.
- L. Open Door during Business Hours. The main entry to the bodywork establishment, other than single rented rooms in buildings with multiple tenants that are not performing bodywork services, shall be open and unlocked all hours that the bodywork establishment is open for and doing business, including all hours that the bodywork establishment is advertised to be open for business and/or bodywork services are performed in the premises.
- M. Open Sign. A sign indicating the premises is open for business shall be maintained at all times that bodywork services are being provided, and a sign indicating that the premises is not open for business shall be maintained at all times the premises is not open for business.
- N. Public Access. Every bodywork establishment that operates on the first floor of a building with direct access from outside the building shall separate the area of the premises in which bodywork services are performed from a public reception and/or waiting room area, and the public entrance to the establishment shall be open and unlocked during all of the hours that a bodywork is open or advertised to be open to the public while bodywork services are being performed. This requirement does not apply to premises in which bodywork is performed by appointment only:
1. Single offices that are rented on second stories; or
 2. Single offices in first floors that are interior spaces from which patrons have access through public spaces.
- O. Effect of Revocation. No bodywork establishment license shall be issued as to any applicant, business or any owner if the applicant, business or any owner has had any involvement in a business as to which a bodywork license or similar license has been revoked, and property shall be eligible for a bodywork establishment license in the City if a bodywork license has been revoked at any time in the previous five (5) years on that property or any other property owned or rented by the owner or landlord of that property in the City.

3-12-12 SALE, TRANSFER OR SALE OF ESTABLISHMENT

Upon the sale, transfer or relocation of bodywork establishment, the license therefore shall become immediately null and void, and a new license shall be required if a successor bodywork establishment is intended in the same location. Upon the death or incapacity of the licensee or any co-licensee of the bodywork establishment, any heir or

beneficiary of a deceased licensee, or any guardian of an heir or beneficiary of a deceased licensee, may continue the business of the bodywork establishment for a reasonable period of time not to exceed sixty (60) days to allow for the approval of a new license.

3-12-13 PROHIBITED ACTS AND CONDITIONS

- A. No person shall conduct or operate a bodywork establishment without first obtaining and maintaining a bodywork establishment license as required by this Chapter unless exempted by Section 3-12-3 of this Chapter.
- B. No person shall operate or conduct any bodywork establishment that does not comply with all of the terms and conditions of Section 3-12-11 of this Chapter.
- C. No person having a license under this Chapter shall operate under any name or conduct business under any designation not specified in that license or permit.
- D. No person shall advertise, promote, or refer to him or herself as a massage therapist as herein defined without qualifying and being licensed by the State as a massage therapist pursuant to the Act.
- E. No person or message establishment shall advertise or hold themselves out in any way, including in the signage of the premises and printed materials, using the terms "massage", "massage therapy" or "massage therapist" unless that person is a massage therapist having a current license issued by the State in compliance with the Act or that establishment employs a person who is a massage therapist having a current license issued by the State in compliance with the Act; providing that this prohibition does not apply to licensed professionals who are allowed to include massage in their scope of practice.
- F. A patron's sexual and genital areas, as defined herein, must be covered by towels, sheets, cloths or similar nontransparent garments or materials when in the presence of a bodywork practitioner or employee.
- G. No person, knowingly, in a bodywork establishment, shall expose or fail to conceal his or her sexual and genital parts, or any portion thereof, to any other person. It shall also be unlawful for any person, knowingly, in a bodywork establishment, to expose the sexual or genital parts, or any portion thereof, of any other person.
- H. No person, knowingly, in a bodywork establishment, shall place his or her hands upon, to touch with any part of his or her body, to fondle in any manner or to massage a sexual or genital area of another person, except as authorized for a licensed massage therapist in keeping with the provisions of the Act in the treatment of post-surgery mastectomy and lymphatic drainage patients.
- I. No person shall perform or offer or agree to perform any act, whether or not for compensation in any form, which would require the touching of the patron's

- sexual or genital area, except as authorized for a licensed massage therapist in keeping with the provisions of the Act in the treatment of post-surgery mastectomy and lymphatic drainage patients.
- J. No person, owning, operating or managing a bodywork establishment, shall knowingly cause, allow or permit in or about such bodywork establishment, any agent, employee or any other person under his or her control or supervision to perform any acts prohibited by this Chapter.
 - K. No bodywork establishment shall obstruct the windows at the entrance, reception area or other area open to the public of the bodywork establishment, and such windows shall be maintained to provide an open and clear view into the public areas of the bodywork establishment.
 - L. No person or business shall do anything that is prohibited by the Act or fail to do anything that is required by the Act, and any prohibited act or failure to act that is required is a violation of this Chapter.
 - M. No person shall commit or permit any gratuitous sexual activity or sexual activity for payment on the premises or the solicitation of gratuitous sexual activity or sexual activity for payment or any procedure during the performance of services that are performed for the purpose of or is reasonably to be expected to cause sexual arousal or gratification of any person or the trafficking of persons or controlled substances or cannabis on the premises or in connection with a bodywork establishment.
 - N. No licensee or business licensed under this Chapter shall knowingly hire or retain or allow bodywork services to be performed on the premises by any person who has been convicted of a crime involving sexual activity, independent contractor or other agent , and no property owner or landlord shall knowingly rent to a person who has been convicted of a crime involving sexual activity or who hires or retains a person or allows bodywork services to be performed by a person who has been convicted of a crime involving sexual activity.
 - O. No person shall violate any of the provisions of the Act or of this Chapter. Any act or failure to act of an employee, a person performing massage at or on behalf of a massage establishment as an independent contractor or otherwise, or an agent of the licensee with respect to the licensed business shall be deemed to be the act of the licensee. The licensee and individual committing a violation are jointly and severally liable for any fines or penalties assessed pursuant to this Chapter.

3-12-14 ENFORCEMENT

The Bodywork Commissioner, Police Department and Community Development Department shall have the authority and the duty to enforce the provisions of this Chapter and to delegate enforcement authority as the Bodywork Commissioner deems necessary and appropriate for the health, safety and welfare of the public.

3-12-15 BODYWORK COMMISSIONER

- A. The Bodywork Commissioner is charged with the administration of this Chapter and of such other ordinances relating to bodywork establishments and licensing as may be from time to time enacted by the City Council.
- B. The Bodywork Commissioner shall be apprised of all warnings and citations issued to bodywork establishment licensees and any person who violates any provision of this Chapter.
- C. The Bodywork Commissioner has the authority to suspend a bodywork establishment license without a hearing as provided in Section 3-12-16, subject to a right to a hearing, to conduct hearings on the citations issued as provided in Section 3-12-17.

3-12-16 SUSPENSION WITHOUT A HEARING

If the Bodywork Commissioner has reason to believe that any of the following circumstances exist, a bodywork establishment license may be suspended upon the issuance of a written order stating the reason for the suspension without prior notice or hearing for not more than seven (7) days, giving the licensee an opportunity to be heard during that period; provided that, if the licensee is also engaged in another business on the licensed premises, such order shall not be applicable to the other business. A license may be suspended temporarily without hearing for the following reasons:

- A. Continued operation of the licensed premises will immediately threaten the welfare of the community;
- B. Bodywork services are being performed in the premises, but no person employed by the business has a valid state massage therapy license or is validly exempted from licensing under the Act;
- C. A person who manages, supervises is employed by or was present at the bodywork establishment has been arrested and charged with any criminal activity in connection with the bodywork establishment or is otherwise charged with any conduct involving sexual activity.

3-12-17 REVOCATION OR SUSPENSION; HEARING PROCEDURE; FINES AND COSTS

The local Bodywork Commissioner may, in accordance with law and the provisions of this Chapter, cite a bodywork establishment for violations of the provisions of this Chapter and recommend revocation or suspension of any license and/or fines to be imposed for such violations, suspension or revocation of the license and/or fines may be imposed following a hearing, if requested by the licensee, as provided in this Section.

- A. No license shall be suspended for longer than seven (7) days without a hearing, except as specifically provided herein.
- B. Citations or notices of violation of this Chapter shall be given to the licensee in writing, and shall include the following information:
 - 1. A summary of the alleged violations;
 - 2. The right of the licensee to a hearing and presentation of evidence in the licensee's defense;
 - 3. Setting a hearing date within seven (7) days of the effective date of the notice;
 - 4. The of the licensee to be represented by legal counsel;
 - 5. A finding of a violation may result in suspension or revocation of the license and/or fines;
 - 6. The licensee may request a pre-hearing conference with the Bodywork Commissioner and/or an extension of time for the hearing, provided that the licensee agrees to remain closed until the hearing can be held; and
 - 7. If the licensee does not appear for the hearing, a determination shall be made in the licensee's absence.
- C. Citations or notices shall be given by:
 - 1. Hand delivery to the licensee or any agent or employee of the licensee at the licenses premises, or posted on the door of the licensed premises if the bodywork establishment during business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, if the door to the premises is locked and/or the premises is not open for business during those times; or
 - 2. By certified and regular mail addressed to a) the licensee or to any partner, member, shareholder or other person having at least five percent (5%) of the ownership interest in the bodywork establishment, b) the person designated as the manager or supervisor of the premises or c) the local registered agent at the address reflected in the application on file with the City, and any such notice shall be deemed delivered on the second (2nd) day after the day it was placed in the US mail. If the certified mailing is unclaimed, but the regular mailing is not returned to the City as undeliverable, the notice shall be assumed to have been received.
- D. Hearings shall be open to the public, and the licensee shall be given an opportunity to hear the charge and the testimony and evidence in support of the charge, cross examine any witnesses called in support of the charge, and present evidence, testify and witnesses in defense of the charge.

- E. Within ten (10) days after the hearing, the Bodywork Commissioner shall issue a determination in writing and serve it on the licensee by hand delivery or mail as provided in Section 3-12-18.C above, indicating whether a violation is found to have occurred and the details of any order of suspension, revocation or fines imposed.
- F. The written determination of the Bodywork Commissioner shall be final and appealable by certiorari to the local circuit court.
- G. In addition to or in lieu of a suspension or revocation, the Bodywork Commissioner may levy a fine on the licensee not to exceed one thousand dollars (\$1000.00) for each violation and not to exceed fifteen thousand dollars (\$15,000.00) for all fines in the aggregate. Each day on which a violation continues shall constitute a separate violation. Proceeds from such fines shall be paid into the general corporate fund of the City.
- H. In addition to any suspension, revocation or fine, the Bodywork Commissioner shall determine the costs incurred by the City for the enforcement of this Chapter and hearing, including but not limited to, attorneys' fees, court reporter's fees, fees incurred by the City, Chief of Police and the Bodywork Commissioner, the cost of preparing and mailing notices and orders, and all other miscellaneous expenses incurred by the City or such lesser sum as to the Bodywork Commissioner may allow, and the licensee who has been found in violation of this Chapter shall pay the costs assessed by the Bodywork Commissioner.
- I. The licensee shall pay fines and costs to the City within thirty (30) days of notification of the fines costs by the Bodywork Commissioner. Failure to pay such costs within thirty (30) days of notification is a violation of this Chapter and may be cause for license suspension or revocation, or the levy of a fine. A period of suspension shall not lapse if any fines or costs remain unpaid.
- J. If a bodywork establishment license is revoked for any cause, no bodywork establishment license shall ever be granted by the City to the owners of the business for which the license was issued or be granted for the property on which the premises was located for which the revoked license was issued for a period of five (5) year after the date of the revocation that will allow a bodywork establishment to be operated on the premises described in the revoked license unless the revocation order has been vacated by court order.

3-12-18 CAUSE FOR SUSPENSION, REVOCATION AND/OR FINES

A bodywork establishment license may be revoked or suspended and/or a fine may be imposed after a public hearing if it is found that:

- A. The licensee has violated any one or more of the provisions of this Chapter;

- B. Any employee of the licensee, including a massage therapist, has engaged in any conduct at the licensee's premises that violates any provision of this Chapter and the licensee knew or by due diligence should have known of such conduct;
- C. Any applicant for a bodywork establishment license has made a false statement on the application;
- D. A licensee has refused to allow any duly authorized police officer, county law enforcement officer, local code enforcement officer or health inspector to inspect the bodywork establishment premises;
- E. The premises of the bodywork establishment are at any time not in compliance with the City building, health or fire codes;
- F. The premises of the bodywork establishment are not in compliance with any of the conditions and restrictions set forth in Section 3-12-13;
- G. The license holder has committed an act(s) of fraud or deceit in the application for license or application for renewal thereof;
- H. The license holder is engaged in the practice of bodywork under a false or assumed name, or is impersonating a massage therapist of a like or different name;
- I. The license holder commits or permits an act of fraudulent, false, misleading or deceptive advertising, or prescribing medicines, drugs, or engaging in the practices of any licensed profession without legal authority therefore in connection with the bodywork establishment;
- J. The license holder commits or permits any gratuitous sexual activity or sexual activity for payment on the premises or elsewhere commits or permits the solicitation of gratuitous sexual activity or sexual activity for payment or commits or permits any procedure during the performance of services that are performed for the purpose of or is reasonably to be expected to cause sexual arousal or gratification of any person, or commits or permits the trafficking of controlled substances or cannabis on the premises or in connection with a bodywork establishment;
- K. A license holder conducts or permits bodywork activities in the City during a period of time when the license holder's license is suspended or the license holder reasonably should have known the bodyworks activities are being conducted while the license is suspended;
- L. A license holder is delinquent in payment to the City for ad valorem taxes of any other taxes, fees or costs owed to the City.

3-12-19 COMPLAINT OF VIOLATION

Any complaint that any person, corporate or private, or any licensee, has been or is violating the provisions of this Chapter shall be made to the Bodywork Commissioner, Police Department or the Community Development Department. Complaints may be made by any person, including employees and representatives of the City.

3-12-20 PENALTY FOR VIOLATION OF THIS CHAPTER

Any person, corporation, firm or partnership found guilty of violation, disobeying, omitting, neglecting or refusing to comply with any of the provisions of this Chapter shall be subject to a fine of not less than \$100.00, nor more than \$1,500.00 for each offense; and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

3-12-21 Responsibility for Supervision. Business owners are responsible to monitor and oversee any business as to which a license for bodywork establishment is issued under this Chapter, and any business owner that is absent from the premises for which a bodywork license is issued shall designate a person with supervisory authority to be present at all times. In the absence of a designated supervisor, any person who is acting in a supervisory role shall be deemed a supervisor for purposes of this Chapter.

- A. Business owners shall be vicariously responsible and liable for the violations of this Chapter that occur on or in connection with any premises that is licensed or is required to be licensed pursuant to this Chapter and/or the Act; and such violations may be taken into account in determining whether a bodywork establishment license should be suspended or revoked; and fines may be levied against the business owner(s) in addition to any fines or other penalties that may be levied against the persons whose actions or inactions violated the provisions of this Chapter and/or Act.
- B. Designated supervisors shall be vicariously responsible and liable for the violations of this Chapter that occur on or in connection with any premises that is licensed or is required to be licensed pursuant to this Chapter and/or the Act during the time that such designated supervisors are working or are designated to be working by the business owner(s); and such violations may be taken into account in determining what fines may be levied against the designated supervisor(s) in addition to any fines or other penalties that may be levied against the persons whose actions or inactions violated the provisions of this Chapter and/or Act.
- C. Any person acting in a supervisory role over other persons in connection with the premises, including any person who is the only person at the premises when a violation occurs on the premises, shall be vicariously responsible and liable for the violations of this Chapter that occur on or in connection with any premises that is licensed or is required to be licensed pursuant to this Chapter and/or the Act during the time that such person acting in a supervisory role over other persons are exercising supervisory authority; and such violations may be taken into account in determining what fines may be levied against the person acting in

a supervisory role in addition to any fines or other penalties that may be levied against the persons whose actions or inactions violated the provisions of this Chapter and/or Act.

3-2-22 INCORPORATION OF THE MASSAGE LICENSING ACT

All of the terms of the Illinois Massage Licensing Act are incorporated herein and adopted hereby as material components of this Chapter; the provisions of this Chapter shall be interpreted and applied in harmony with the Act; and the all of the provisions of the Act shall be enforced as provisions of the City Code except to the extent that the City is preempted by the Act in respect to the regulation of massage therapy and licensing of massage therapists.

SECTION 2. As of the effective date of this Ordinance, any bodywork establishments that are currently in existence shall have ninety (90) days to apply and conform to the requirements of this Ordinance and the provisions of Title 3, Chapter 12 adopted by this Ordinance.

SECTION 3. This Ordinance shall be in full force and effect upon its presentation, passage and publication according to law.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this ____ day of _____, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this this ____ day of _____, 2016.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Fisher				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Thelin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE: ____ Ayes ____ Nays ____ Absent ____ Abstentions Total holding office: Mayor and 14 aldermen										

ATTEST:

Heidi Wetzel, City Clerk

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**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-34**

**REVISING TITLE 3 OF THE BATAVIA MUNICIPAL CODE APPROVING THE
REGULATION OF BODYWORK ESTABLISHMENTS**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
___ DAY OF _____, 2016**

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This ___ day of _____, 2016

Prepared by:

City of Batavia
100 N. Island Ave.
Batavia, IL 60510

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-34**

**REVISING TITLE 3 OF THE BATAVIA MUNICIPAL CODE APPROVING THE
REGULATION OF BODYWORK ESTABLISHMENTS**

WHEREAS, massage therapists are regulated exclusively by the State, but massage establishments and establishments that perform bodywork are not regulated by the State; and,

WHEREAS, in recent years, some establishments throughout the area purporting to provide legitimate massage services have actually engaged in illegal sexual activity such that there is a need for local regulation to prevent such activity in the City of Batavia; and

WHEREAS, Illinois Compiled Statutes 225 ILCS 57/25(g) exempts “practitioners of Asian bodywork approaches” from the licensing requirements of the Massage Licensing Act (225 ILCS 57/1, *et seq.*) if the practitioner is a member of the American Organization of Bodywork Therapies of Asia as a certified practitioner, or if approved by an Asian bodywork organization based upon a minimum level of training, demonstration of competency, and adherence to ethical standards set by their governing body; and

WHEREAS, the City of Batavia, based upon research, law enforcement investigations and materials presented to its Corporate Authorities, has concluded that there is evidence that the Asian bodywork approach exemption set forth in 225 ILCS 57/25(g) is being used, in some instances, by businesses and persons who are not state licensed massage therapists or bona fide practitioners of Asian bodywork approaches, but for the purposes of conducting unlawful sexual activities for consideration; and

WHEREAS, the Illinois Department of Financial and Professional Regulation (the “Department”) has opined that the exemption under 225 ILCS 57/25(g) of the Massage Licensing Act, does not limit the ability of a home rule municipality to regulate the practitioners of Asian bodywork approaches who are not massage therapists licensed by the Department; and

WHEREAS, the Corporate Authorities of the City of Batavia find that certain non-Asian body work exemptions set forth in 225 ILCS 57/25 are more easily identified as bona fide and have not been subject to the same sexual misconduct abuses as the Asian body work exemption, but nevertheless require regulation by the City but to a lesser extent than Asian bodywork approach establishments; and

WHEREAS, the Corporate Authorities have determined that the amendments to this Section 3-12 set forth in this Ordinance, will reduce the probability that establishments

purporting to house legitimate bodywork as defined in this Ordinance will be used to promote illegal sexual activities while protecting lawful providers of such bodywork approaches; an

WHEREAS, the City of Batavia is a home rule municipality under the laws of the State of Illinois, and this ordinance is enacted pursuant to said powers and authority; and

WHEREAS, this Ordinance is not intended to regulate the licensing of massage therapy or massage therapists or to encroach on the State's exclusive authority to regulate those activities: and

WHEREAS, it is in the best interests of the City and of the public for the City to regulate bodywork establishments (as defined within this Ordinance) to prevent such establishments from being the sites of violations of the laws, rules, regulations and/or ordinances of the City and the State for the safety and welfare of the public.

NOW THEREFORE, BE IT HEREBY ORDAINED by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

SECTION 1. Title 3, Chapter 12 of the Batavia Municipal Code is hereby revised in its entirety as follows:

3-12-1: DEFINITIONS:

As used in this chapter, the following words and phrases shall have the meanings ascribed to them in this section.

ACT: The Illinois Massage License Act (225 ILCS 57/1 et seq.).

ADVERTISE: The issuance of any card, sign, or device to any person; the causing, permitting, or allowing of any sign or marking on or in any building, vehicle, or structure; advertising in any newspaper, magazine, television, radio, Internet streaming, blog, chat room, website or social media; any listing or advertising in any directory; or commercials broadcast by any means and any similar or equivalent communications of a person, business or establishment.

APPLICANT: Any person or entity seeking a bodywork establishment license. If the applicant is a sole proprietorship, the information sought to be provided shall be for the individual owner; if a partnership, by each general and each limited partner; if a joint venture, by each joint venturer; if a corporation, by each officer and director, and unless the corporation's stock is publicly traded, by each shareholder owning or holding more than 5% of the outstanding stock in said corporation; if a limited liability company, by each manager and by each member owning or holding more than a 5% membership interest; if an entity is made up of one or more sub-entities, then the foregoing information shall be provided or for each sub-entity. It shall also include the business manager or other person principally in charge of the operation of the business.

BODYWORK or BODYWORK SERVICES: Any method of applying pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, touching or stimulating, the external parts of the body, by another individual, with the hands, any body part, or with the aid of any mechanical or electrical apparatus or appliances, with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powders, creams lotions, ointments or similar preparations, for compensation. The definition of bodywork for purposes of this Chapter is intentionally not the same and is broader than the definition of massage in the Act, and is intended to cover massage, bodywork services provided by bodywork practitioners and similar services that fit the definition, regardless of what the services or the person providing the services is called, unless expressly excluded by this Chapter.

BODYWORK ESTABLISHMENT: Any commercial, fixed place of business where any person, firm, association, or corporation advertises, offers, engages in, or carries on, or permits to be offered, engaged in or carried on, bodywork services to patrons in exchange for compensation, excluding home-based bodywork providers.

BODYWORK PROVIDER: Any person who provides bodywork services, including licensed massage therapists.

COMPENSATION: the payment, loan, advance, donation, contribution, deposit, or gift of money or anything of value.

CONVICTION: A plea of guilty or *nolo contendere*, finding of guilty, stipulation to such a finding, jury verdict or entry of judgment by sentencing of any crime, including, but not limited to, convictions, preceding sentences of supervision, conditional discharge or first offender probation under the laws of any jurisdiction of the United States

EMPLOYEE: Any person over 18 years of age, other than a massage therapist, who renders any service in connection with operation of a massage establishment and receives compensation from the owner or operation of the establishment or from its patrons.

LICENSEE: The owner and/or operator of bodywork establishment.

"MASSAGE" or "MASSAGE SERVICES" or "MASSAGE THERAPY" means, as provided in the Act, a system of structured palpation or movement of the soft tissue of the body. The system may include, but is not limited to, techniques such as effleurage or stroking and gliding, petrissage or kneading, tapotement or percussion, friction, vibration, compression, and stretching activities as they pertain to massage therapy. These techniques may be applied by a licensed massage therapist with or without the aid of lubricants, salt or herbal preparations, hydromassage, thermal massage, or a massage device that mimics or enhances the actions possible by human hands. The purpose of the practice of massage, as licensed under this Act, is to enhance the general health and well-being of the mind and body of the recipient. "Massage" does not include the diagnosis of a specific pathology. "Massage" does not include those acts of physical therapy or therapeutic or corrective measures that are outside the scope of massage therapy practice as defined in this Section.

BODYWORK COMMISSIONER: The Mayor is the Bodywork Commissioner.

MASSAGE THERAPIST: Any person who is licensed under the Act and administers massage for compensation.

OWNER: An individual, if a sole proprietorship, or any of the following individuals who have a five percent (5%) or more interest in a business and/or are entitled to share in five percent (5%) or more of the profits of the business, including but not necessarily limited to, general partners, shareholders and members, and including the individuals who have any ownership interest in any partnership, corporation, LLC or other entity that is a partner, member or shareholder of the entity in which name a business is conducted. An owner is intended to mean individuals, only, and if a business is owned by another entity, the owners for that business, for purposes of this Chapter, mean the ultimate individuals who are the owners; if a business has successive entities in ownership, the owners for purposes of this Chapter shall be the individuals at the end of the chain of ownership.

PATRON: Any person who receives bodywork services under such circumstances that are reasonably expected that he or she would pay money or give any other form of compensation therefore.

PERMIT: For purposes of this Chapter a person permits something if the person knows or by due diligence should have known of the conduct and does not stop or prevent the conduct from happening.

PERSON: Any individual, partnership, firm association, limited liability company, joint stock company, corporation or combination of individuals of whatever form or character.

RECOGNIZED SCHOOL: A recognized school means any school or educational institution licensed to do business as a school or educational institution in the state in which it is located, or any school recognized by or approved by or affiliated with the American Massage Therapy Association, the National Certification Board for Therapeutic Massage and Bodywork, or the Federation of State Massage Therapy Boards, and which has for its purpose the teaching of the theory, method, profession, or work of massage, which school requires a resident course of study before the student shall be furnished with a diploma or certificate of graduation from such school or institution of learning following the successful completion of such course of study or learning.

SEXUAL OR GENITAL AREA: The genitals, pubic area, anus, or perineum of any person, or the vulva or breasts of a female.

3-12-2 BODYWORK ESTABLISHMENT LICENSE REQUIRED

No person shall advertise, offer, engage in, conduct or carry on, or permit to be advertised, offered, engaged in, conducted or carried on, bodywork services in any establishment, or provide bodywork in return for compensation in any establishment in the City without first having obtained a bodywork establishment license issued by the

City pursuant to the provisions of this Chapter for each and every premises used for conducting or providing bodywork services for compensation, with the exception of the following:

- A. Home based bodywork practices operated by a person who has a State massage license or who is exempt therefrom, providing that the individual is in compliance with the City Zoning Code provisions that apply to home occupations;
- B. Bodywork establishments that are open for business and operating on the date this Chapter is approved by ordinance and becomes effective, providing that an application for a bodywork establishment license shall be filed and the bodywork establishment be in full compliance with the provisions of this Chapter no later than ninety (90) days from the effective date this Chapter is approved by Ordinance.
- C. Bodywork establishments that are expressly exempted from the requirement of a bodywork establishment license pursuant to Section 3-12-4.

Regardless of whether a bodywork establishment is required to be licensed under this Chapter, any bodywork establishment or individual who violates any applicable provision of the Act or of this Chapter may be subject to prosecution for such violation pursuant to State or local citation.

3-12-3 MASSAGE THERAPIST LICENSE REQUIRED

No person shall provide or permit another person to provide massage therapy or massage services for compensation in any capacity in the City of Batavia unless the person providing the massage therapy or massage services is a licensed massage therapist or demonstrates with appropriate proof that he or she is exempt from the Act (225 ILCS 57/25).

3-12-4 PREMISES EXEMPT FROM LICENSING

A bodywork establishment license shall not be required for the premises and businesses at which all of the employees, independent contractors and agents are limited to one or more of the following exempt categories, even if the services they perform fall under the definition of bodywork:

- A. Physicians, surgeons, chiropractors, osteopaths, podiatrists, naprapaths, occupational therapists or physical therapists who are duly licensed to practice their respective professions in the state and persons overseen by them in the course of such professional practice.
- B. Athletic trainers for any athletic program of a private or public school, college or university or for any athletic team regularly organized and engaging in competition.

- C. State-licensed physician assistants, practical nurses and registered nurses acting in the normal course of their medical duties under the supervision of licensed physicians, surgeons, chiropractors, osteopaths, podiatrists, naprapaths and similar licensed medical professionals.
- D. Barbers, estheticians and cosmetologists who are duly licensed under the laws of this state, except that this exemption shall apply solely to the massaging of the neck, back, face, scalp, hair, hands and feet of the customer or client for cosmetic or beautifying purposes, and provided that these services are provided to patrons who are fully clothed.
- E. Hospitals, sanitariums, nursing homes, assisted living facilities, home health agencies, hospice programs and other such programs as defined and licensed by the state under ILCS Ch. 210.
- F. Bodywork provided by massage therapy students enrolled in a recognized school during the course of clinical externships, practicums or community services, provided that such bodywork services are part of the curricular requirements of the recognized school and for which no compensation is received.
- G. Bodywork services performed at the patron's premises, including the patron's place of business or residence.

The burden of proof is on the person who claims an exemption to establish by clear and convincing evidence that the exemption applies. Exemption from licensing does not mean that persons owning or working in or working for such an establishment are exempt from other provisions of this Chapter.

3-12-5 APPLICATION FOR BODYWORK ESTABLISHMENT LICENSE

An application shall be filed for every bodywork establishment in the City that is required to obtain a license on the form provided by the City made under oath with the payment of nonrefundable annual license fees in the amount set forth in Section 3-12-6.C of this Chapter. The applicant must be eighteen (18) years old or older and the owner of the business for which the application is sought or an agent of the owner with authority to bind the owner. The application shall include consents to perform investigations of the veracity of all of the information and documentation provided, criminal background checks and fingerprinting of the persons required to have fingerprinting and background checks as identified in Subsections D,5 and F below. The cost of the criminal record check and fingerprint submissions shall be borne by the applicant, unless waived as provided in Section 3-12-6.

- A. Business. The application shall include the following information and documentation:

1. The name of the business, all assumed names under which the business is to be conducted and employer identification number of the business providing the bodywork services.
2. The federal employer identification number (FEIN) and state of Illinois business tax number (IBT) of the business.
3. The type of business entity, i.e. sole proprietorship, partnership, corporation, LLC, etc.
4. A copy of the records that establish the current ownership of any interest in the business of five percent (5%) or greater (such as partners, shareholders, members, and if the legal owner of the business is an entity, a copy of the records that establish the individual owners of the ownership entity, and so on until the records establishing the individual owners at the end of the chain of ownership are established.)
5. A copy of the business records that establish the persons with current management authority (such as officers, members, managers, general partners, etc.) and supervisory authority.
6. Proof that the business and all underlying entities with ownership interest of five percent (5%) or more is in good standing with the State (or other state or country) if the business is chartered by the State (such as for corporations, LLCs, limited partnerships, etc.) or other state or country.
7. Street addresses and names under which all of the record owners identified pursuant to Section 4 above have operated any existing or prior business(es) owned or operated within the last five (5) years under the same business entity or entities or any of the owners of the business for which the application is being filed.
8. A description of the services to be provided on the premises and whether any bodywork services provided or to be provided as defined in this Chapter are a primary or ancillary activity that will take place on the premises. Bodywork services are the primary business if fifty percent (50%) or greater of the revenue generated from sales of service or products on the premises are derived from bodywork services.
9. All telephone numbers, websites and Internet addresses of the business and sample copy of the advertising of the bodywork services being provided, if the business is already in operation.
10. A statement whether the business or any affiliated or predecessor business has ever had a business license of any kind denied, suspended or revoked, and the reasons therefor.

- B. Premises. The application shall contain the following information and documentation of the premises for which a bodywork license is sought:
1. The street address, mailing address (if different) and all telephone numbers for the business where the bodywork services are or will be conducted.
 2. If the premises is leased,
 - a. A copy of the Lease, and any Sub-Leases, Assignments and Acceptances of such Sub-Leases or assignments in effect,
 - b. The name, address and phone number of the owner of the premises,
 - c. The name, address and phone number of the tenant of the premises, if the tenant is other than the applicant or the business that is or will be operating in the premises in which bodywork services will be provided.
 - d. The name, address and phone number of the landlord of the premises, if the landlord is other than the owner of the premises in which the bodywork services will be provided.
 - e. Signed authorization by the owner, landlord and/or tenant of the premises for the application to be filed, acknowledging that the owner, landlord and/or tenant has a copy of the application to be filed, has read the contents of it and agrees with the representations to be made by the owner and/or landlord.
 4. A drawing or floor plan of the premises designating each room by its purpose and the activity that will take place in each room.
- C. Business Owners and Supervisors. The applications shall include the following information and documentation of the business Owners, as defined in Section 3-12-1 (collectively referenced as “Owners” herein), and all directors, officers, managers and persons with supervisory authority:
1. Name, gender, residential address and phone number(s), facsimile number(s), e-mail address(es), and other contact information.
 2. Date of birth, place of birth, driver’s license number and social security number.
 3. The previous two (2) residential addresses.
 4. Photo identification issued by the federal or state government, or a subdivision or agency thereof.
 5. A complete list of any aliases.

6. The business, occupation, and employment history for the past three (3) years.
 7. A statement whether the owners or any directors, officers, managers or persons with supervisory authority have ever owned, been involved with or worked for a business that has had a business license of any kind denied, suspended or revoked, and the reasons therefor.
 8. A statement whether the owner or any director, officer, manager, person with supervisory authority and or any person who has or will perform bodywork services to the Applicant's knowledge has ever been convicted of a crime, other than misdemeanor traffic violations, including the dates of convictions, nature of the crimes and place convicted, including but not limited to a) any felony; and b) any misdemeanor, or local ordinance or code violation an essential element of which is i) dishonesty, ii) illicit drugs, iii) sexual offenses as defined in 720 Illinois Compiled Statutes 5/11-1, *et seq.*, iv) the use of violence or force, or that is directly related to the practice of the massage or bodywork or operation of a bodywork establishment.
 9. Proof that the owners and any directors, officers, managers or persons with supervisory authority are at least 18 years of age.
 10. Authorization for the police to conduct criminal background checks and take fingerprints for all owners and employees with supervisory authority.
 11. The name and address of any other business currently owned or operated by any Owner, director, officer, manager or person with supervisory authority.
- D. Business Employees and Agents. The applications shall include the following information and documentation of the employees and independent contractors or agents that have been or are intended to be employed to provide massage or bodywork services:
1. The names, residential addresses and phone numbers.
 2. Photo identification issued by the federal or state government, or a subdivision or agency thereof.
 3. A copy of the State issued massage therapy licenses or State or National licenses of certifications by which authority the persons may perform the massage or bodywork or proof of exemption from the requirement of licensing or certification under Section 25 of the Act.
 4. A description of the type of bodywork approach or modality that will be practiced by each employee and each independent contractor or agent who is or will be performing bodywork in the premises.

5. Signed consents to fingerprinting and criminal backgrounds checks, except that anyone holding a valid state massage therapist license shall not be required to submit to fingerprinting or a criminal background check if a true and accurate copy of his or her current state massage therapy license is provided.
- E. Miscellaneous. The Application shall include the following additional information and documentation:
1. Proof that the bodywork establishment for which the license is being sought currently carries or has secured a commercial general liability policy and professional liability policy reflecting limits of no less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars in the aggregate for covered claims arising out of but not limited to, bodily injury, property damage, personal and advertising injury, and contractual liability in the course of the license holder's business.
 2. Any other information and documentation that may be deemed necessary or appropriate for determination whether the criteria for obtaining a bodywork establishment license is warranted.
- F. Each owner shall provide a complete set of fingerprints, except that anyone holding a valid state massage therapist license shall not be required to submit to fingerprinting or a criminal background check if he or she has a current state massage therapy license and, a true and accurate copy of the state massage therapy license is provided.
- G. As a condition of the application and right to obtain a license, any person filing an application and any business for which a license is issued under this Chapter is deemed to have authorized the City, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for a license, including a background criminal check of the applicant and any of the owners and employees or agents identified in the application, and the business must allow inspections of the bodywork establishment at any time the business is advertised to be open for business and any time a business is receiving patrons for service, even if the business is not advertised as open to the public at that time. The deemed authorization and submission to investigation and inspection that accompanies the filing of an application and issuance of a license is not intended to require or authorize the licensee, the business or its employees, independent contractors or agents to violate HIPAA, privacy laws or the privacy rights of patrons.
- H. All of the information and documentation to be provided with the application shall be updated and brought current at the time of annual renewal of the license, except that all information and documentation of the Owners, directors, officers, managers, persons having supervisory authority, employees, independent

contractors and agents of the licensee who perform body work services shall be updated within ten (10) days after such change occurs.

Submission of an application by a person other than the owner of the business for which a license is sought shall be deemed to have been authorized by the business and its owners once the application is approved, a license is issued and the establishment holds itself out for business to the public at the licensed premises

3-12-6 TERMS OF LICENSE; LICENSE FEES; LICENSE RENEWAL

- A. The term for licenses issued under this Chapter is for one year beginning June 1, and ending on May 31, and the licenses must be renewed each year.
- B. All license fees required to be paid shall be paid at the time that the initial or renewal application is made. All applicable license fees and any other required fees, including costs of fingerprinting, shall be paid prior to the issuance of any license.
- C. The initial license fee and the annual license renewal fee for a bodywork establishment license shall be as follows:
 - 1. \$0 for establishments for which bodywork is the primary service being provided;
 - 2. \$0 for establishments for which bodywork is not the primary service being provided.
- D. In addition to the fees identified in subsection C. above, an initial applicant or licensee seeking renewal of a bodywork establishment license shall pay a background check fee of \$100 and the fingerprint fee(s) in the amount assessed against the City for each of the owners, supervisors and providers of bodywork services in the premises who are not exempted from fingerprinting and a background check.
- E. A license may be suspended or revoked for failure to pay the fees and for those grounds stated in 3-12-18. Such suspension or revocation may be in addition to any fine imposed.
- F. In addition to the application fee, the applicant shall provide updated information for all licensed massage therapists and for all persons performing massage services who are exempt with proof of the exemption.
- G. All other information required to be provided in the initial application that has not otherwise been updated prior to the filing of the renewal application shall be updated at the time of renewal.

3-12-7 SANITATION AND SAFETY REQUIREMENTS

All licensed premises shall be periodically inspected by a duly authorized representative of the City for safety of the structure and adequacy of plumbing ventilation, heating, illumination and fire protection. In addition, the premises shall comply with the following regulations.

- A. The walls shall be clean and painted with washable, mold-resistant paint in all rooms where water or steam baths are given.
- B. Floors shall be free from any accumulation of dust, dirt or refuse.
- C. The premises shall have adequate equipment for disinfecting and sanitizing non-disposable instruments and materials used in administering massages. Such non-disposable instruments and materials shall be disinfected after use on each patron. All equipment used in the bodywork establishment shall be maintained in a clean and sanitary condition.
- D. Soaps, towels, linens and laundered sheets must be provided. All such towels, linens and items for the personal use of operators and patrons shall be clean and freshly laundered after each use thereof and stored in a sanitary manner.
- E. Towels, linens and sheets shall not be used for more than one patron.
- F. All bodywork services or practices are prohibited in any cubicle, room, booth or other area within a bodywork establishment which is fitted with a door capable of being locked.
- G. Toilets, dressing room facilities, lockers, steam baths, tubs or showers, if provided, shall not be utilized by more than one patron and/or staff member at any one time.
- H. Closed cabinets shall be provided and used for the storage of clean linen, towels and other materials used in connection with administering massages. All soiled linens, towels and other materials shall be kept in properly covered containers or cabinets, which containers or cabinets shall be kept separate from the clean storage areas

3-12-8 ISSUANCE AND DENIAL OF LICENSES

- A. The Bodywork Commissioner shall act to approve or deny an application for a license under this chapter within a reasonable period of time, and in no event shall the Bodywork Commissioner act to approve or deny the fully completed license later than sixty (60) days from the date that the application was accepted by the City.
- B. In the case of an initial application for bodywork establishment license, the Building Commissioner or designee shall inspect the premises to be licensed to assure that the proposed operation complies with all applicable laws, including the

building, electrical, plumbing, health, housing, zoning, and fire codes of the City, and any other regulations of the city relating to the public health, safety and welfare. The Building Commissioner shall make written verification to the Bodywork Commissioner concerning compliance with the codes and ordinances of the City.

- C. Upon receipt of a properly completed initial application for bodywork establishment license or renewal, the Bodywork Commissioner shall submit the completed application to the Chief of Police for an investigation into the applicant's criminal history and to obtain fingerprints of the persons identified in the application.
- D. The Bodywork Commissioner, with the advice and consent of the City Council, shall either issue a license, or notify the applicant in writing that the application has been denied. The license shall be denied if the applicant fails to comply with the requirements of this chapter or with the requirements of any other provision of this code which is applicable to the establishment and/or activities of the applicant. In addition, no license shall be issued to any applicant if:
1. The proposed operation does not comply with all applicable laws, including, but not limited to, the building, electrical, plumbing, health, housing, zoning and fire codes of the City; or
 2. The applicant, if an Owner; or any of the officers, directors, managers or persons having supervisory authority or employees or other persons who have or will perform bodywork services in the premises of the establishment have been:
 - a. Convicted of a felony under the laws of the state of any other state, or under the federal laws of the United States, within five (5) years of the date of the application or any misdemeanor, an essential element of which is i) dishonesty, ii) illicit drugs, iii) sexual offenses as defined in 720 Illinois Compiled Statutes 5/11-1, *et seq.*, iv) the use of violence or force, or that is directly related to the practice of the massage or bodywork;
 - b. Convicted of a violation of any provision of the Act of this Chapter.
 3. The applicant has had a bodywork business, massage therapist or similar license denied, suspended or revoked by the City, by a state or by a unit of local government; or
 4. The applicant has knowingly made false, misleading or fraudulent statements of fact in the license application or in any document required by the City in conjunction with the license application or has knowingly withheld material information.

5. The premises for which the bodywork establishment license or similar license is being sought is a premises for which a bodywork establishment license has been revoked at any time within the last five (5) years, or the owner or landlord of the premises has had a bodywork establishment license or similar license revoked on the premises or any other premises owned or rented by the owner or landlord within the last five (5) years.

- E. In the event that the license is denied for failure to comply with the requirements of this Chapter, the Bodywork Commissioner shall promptly notify the applicant in writing or by telephone of the reasons for the proposed denial. If the failure is not cured within ten days after the date on which the Bodywork Commissioner denies the issuance of the license, the denial shall become final.

- F. The Bodywork Commissioner is authorized to make any rules and regulations necessary to implement this Chapter which are not inconsistent with or prohibited by this Chapter.

3-12-9 DISPLAY OF LICENSES

Every bodywork establishment shall display at all times the bodywork establishment is open for business to the public in a prominent place in the public reception area of the bodywork establishment the bodywork establishment license issued pursuant to this Chapter, the licenses of all massage therapists and the licenses or certifications of all other people who perform bodywork services on patrons of the bodywork establishment.

3-12-10 REGISTRATION AND REGULATION OF EMPLOYEES & AGENTS

- A. The licensee, the owner(s) and any person designated by the licensee as a supervisor of a licensed bodywork establishment shall maintain a register of the persons who perform bodywork services at the establishment, as employees, independent contractors and other agents, including the names and residential addresses for each person along with either:
 1. A copy of the state massage therapy license issued by the State;
 2. A copy of the license or certificate issued by an organization recognized by the State as providing an exemption under the Act (225 ILCS 57/25);
 3. Other proof of exemption under the Act (225 ILCS 57/25);
 4. A copy of a valid I-9 form; and
 5. A copy of photo identification issued by the State or federal government.
 6. A consent for fingerprinting and a background check for employee and/or agent who is or will be performing bodywork services on the premises (except that a background check and fingerprinting is not required for any person

providing bodywork services who has a current state massage therapist license).

- B. The licensee, the owner(s) and any person designated by the licensee as a supervisor of a licensed bodywork establishment shall update the register required by this Section and shall supply the updated information contained in the register to the City when the information changes, and no person shall be allowed to perform bodywork services on patrons at the premises who are not listed in the register or for which the updated information has not been provided to the City
- C. The register required by this Section shall be located and available at the bodywork establishment for inspection by representatives of the City at all times during regular business hours.
- D. It shall be unlawful for any bodywork establishment to allow any person to engage in bodywork or provide bodywork services in the bodywork establishment unless:
 - a. The massage license or equivalent license or certificate for that person is displayed as provided in Section 3-12-9; and
 - b. The information required to be maintained by this Section in the register is current and any updated information has been supplied to the City.
- E. It shall be unlawful for any bodywork establishment to allow any person to engage in any conduct that is in violation of the Act or this Chapter

3-12-11 CONDITIONS AND RESTRICTIONS OF LICENCES

- A. Supervision. The premises of the bodywork establishment shall be supervised at all times when open for business. Any establishment providing massage services shall have at least one person who is a licensed massage therapist on the premises at all times while the establishment is open. The licensee shall personally supervise the business, or shall delegate such supervisory responsibility to a manager whose name is listed on the bodywork business license and shall not violate, or permit others to violate, any applicable provisions of the chapter. The violation of any provision of this chapter by any agent or employee of the licensee shall constitute a violation by the licensee.
- B. Sanitary conditions. Every portion of the bodywork establishment, including appliances and apparatus, shall be kept clean and operated in a sanitary condition as required by Section 3-12-7.
- C. Employee dress code. All employees and agents performing bodywork services shall be clean, and wear clean, nontransparent outer garments, covering at least the entire torso and the sexual and genital areas as defined within.

- D. Separate license for each premises. Licenses shall apply only to the premises described in the application, and the license issued thereon, and only one location shall be so described in each license.
- E. Transfer of license. A license shall be a purely personal privilege, effective for a period not to exceed one year after issuance unless sooner revoked as provided in this chapter, and shall not constitute a property interest. No bodywork establishment license is transferrable, separate or divisible, and such authority as license confers shall be conferred only on the licensee named therein.
- F. Minors prohibited. No establishment or person licensed under the provisions of this Chapter shall permit any person under the age of 18 to come or remain on the premises of any bodywork establishment including employees and patrons unless accompanied by or with the written consent of the adult parent or legal guardian of the minor. Persons under the age of 18 may patronize the establishment only with the presence or written consent of their parent or legal guardian.
- G. Alcoholic beverages prohibited. No person shall sell, give, dispense, provide, keep, possess or consume, or cause to be sold, given dispensed, provided, kept, possessed or consumed, any alcoholic beverage on the premises of any bodywork establishment without a valid liquor license, and no liquor shall be sold, offered or consumed in the rooms in which bodywork services are performed unless the room is open to the public.
- H. Solicitations prohibited. No bodywork establishment or person in connection therewith shall place, publish or distribute, or cause to be placed, published or distributed, any advertisement, picture, or statement in any manner and in any medium of advertisement which is known to be false, deceptive or misleading in order to induce any person to purchase or utilize any bodywork services, or which reasonably appears to suggest or imply any sexual activity in connection with bodywork or other services or which appear on any adult website or website or other platform that is known to advertise pornographic, sexual or similar services or products.
- I. Hours of operation. No portion of any business premises used in any way for or by a bodywork establishment shall be kept open for any purpose between the hours of 10:00 p.m. and 6:00 a.m. of the following day.
- J. Inspections. The Bodywork Commissioner or his or her authorized representative may from time to time make inspection of each bodywork establishment and the books and records of the bodywork establishment for the purposes of determining that the provisions of this Chapter are fully complied with. It shall be unlawful for any licensee to fail to allow access to the premises inspection or hinder an authorized City agent who is performing an inspection in any manner. This provision does not authorize or require a licensee, business or employee or agent of the business to violate HIPAA, other privacy laws or the privacy of any patron, and inspections shall be conducted in such a way as to avoid any HIPAA

violations, violations of other privacy laws or violations of the personal privacy of patrons.

- K. Residence prohibited. No one shall reside in the bodywork establishment, and no one shall be allowed to remain overnight in the bodywork establishment premises. This prohibition is not intended to prohibit anyone from living in a separate portion of a commercial building that is zoned and authorized for residential use or from conducting bodywork services out of private residential property that is zoned for residential use and is being used in compliance with zoning laws.
- L. Open Door during Business Hours. The main entry to the bodywork establishment, other than single rented rooms in buildings with multiple tenants that are not performing bodywork services, shall be open and unlocked all hours that the bodywork establishment is open for and doing business, including all hours that the bodywork establishment is advertised to be open for business and/or bodywork services are performed in the premises.
- M. Open Sign. A sign indicating the premises is open for business shall be maintained at all times that bodywork services are being provided, and a sign indicating that the premises is not open for business shall be maintained at all times the premises is not open for business.
- N. Public Access. Every bodywork establishment that operates on the first floor of a building with direct access from outside the building shall separate the area of the premises in which bodywork services are performed from a public reception and/or waiting room area, and the public entrance to the establishment shall be open and unlocked during all of the hours that a bodywork is open or advertised to be open to the public while bodywork services are being performed. This requirement does not apply to premises in which bodywork is performed by appointment only in:
 - 1. Single offices that are rented on second stories; or
 - 2. Single offices in first floors that are interior spaces from which patrons have access through public spaces.
- O. Effect of Revocation. No bodywork establishment license shall be issued as to any applicant, business or any owner if the applicant, business or any owner has had any involvement in a business as to which a bodywork license or similar license has been revoked, and property shall be eligible for a bodywork establishment license in the City if a bodywork license has been revoked at any time in the previous five (5) years on that property or any other property owned or rented by the owner or landlord of that property in the City.

3-12-12 SALE, TRANSFER OR SALE OF ESTABLISHMENT

Upon the sale, transfer or relocation of bodywork establishment, the license therefore shall become immediately null and void, and a new license shall be required if a successor bodywork establishment is intended in the same location. Upon the death or incapacity of the licensee or any co-licensee of the bodywork establishment, any heir or beneficiary of a deceased licensee, or any guardian of an heir or beneficiary of a deceased licensee, may continue the business of the bodywork establishment for a reasonable period of time not to exceed sixty (60) days to allow for the approval of a new license.

3-12-13 PROHIBITED ACTS AND CONDITIONS

- A. No person shall conduct or operate a bodywork establishment without first obtaining and maintaining a bodywork establishment license as required by this Chapter unless exempted by Section 3-12-3 of this Chapter.
- B. No person shall operate or conduct any bodywork establishment that does not comply with all of the terms and conditions of Section 3-12-11 of this Chapter.
- C. No person having a license under this Chapter shall operate under any name or conduct business under any designation not specified in that license or permit.
- D. No person shall advertise, promote, or refer to him or herself as a massage therapist as herein defined without qualifying and being licensed by the State as a massage therapist pursuant to the Act.
- E. No person or message establishment shall advertise or hold themselves out in any way, including in the signage of the premises and printed materials, using the terms "massage", "massage therapy" or "massage therapist" unless that person is massage therapists having a current license issued by the State in compliance with the Act or that establishment employs a person who is a massage therapist having a current license issued by the State in compliance with the Act; providing that this prohibition does not apply to licensed professionals who are allowed to include massage in their scope of practice.
- F. A patron's sexual and genital areas, as defined herein, must be covered by towels, sheets, cloths or similar nontransparent garments or materials when in the presence of a bodywork practitioner or employee.
- G. No person, knowingly, in a bodywork establishment, shall expose or fail to conceal his or her sexual and genital parts, or any portion thereof, to any other person. It shall also be unlawful for any person, knowingly, in a bodywork establishment, to expose the sexual or genital parts, or any portion thereof, of any other person.
- H. No person, knowingly, in a bodywork establishment, shall place his or her hands upon, to touch with any part of his or her body, to fondle in any manner or to massage a sexual or genital area of another person, except as authorized for a

licensed massage therapist in keeping with the provisions of the Act in the treatment of post-surgery mastectomy and lymphatic drainage patients.

- I. No person shall perform or offer or agree to perform any act, whether or not for compensation in any form, which would require the touching of the patron's sexual or genital area, except as authorized for a licensed massage therapist in keeping with the provisions of the Act in the treatment of post-surgery mastectomy and lymphatic drainage patients.
- J. No person, owning, operating or managing a bodywork establishment, shall knowingly cause, allow or permit in or about such bodywork establishment, any agent, employee or any other person under his or her control or supervision to perform any acts prohibited by this Chapter.
- K. No bodywork establishment shall obstruct the windows at the entrance, reception area or other area open to the public of the bodywork establishment, and such windows shall be maintained to provide an open and clear view into the public areas of the bodywork establishment.
- L. No person or business shall do anything that is prohibited by the Act or fail to do anything that is required by the Act, and any prohibited act or failure to act that is required is a violation of this Chapter.
- M. No person shall commit or permit any gratuitous sexual activity or sexual activity for payment on the premises or the solicitation of gratuitous sexual activity or sexual activity for payment or any procedure during the performance of services that are performed for the purpose of or is reasonably to be expected to cause sexual arousal or gratification of any person or the trafficking of persons or controlled substances or cannabis on the premises or in connection with a bodywork establishment.
- N. No licensee or business licensed under this Chapter shall knowingly hire or retain or allow bodywork services to be performed on the premises by any person who has been convicted of a crime involving sexual activity, independent contractor or other agent, and no property owner or landlord shall knowingly rent to a person who has been convicted of a crime involving sexual activity or who hires or retains a person or allows bodywork services to be performed by a person who has been convicted of a crime involving sexual activity.
- O. No person shall violate any of the provisions of the Act or of this Chapter. Any act or failure to act of an employee, a person performing massage at or on behalf of a massage establishment as an independent contractor or otherwise, or an agent of the licensee with respect to the licensed business shall be deemed to be the act of the licensee. The licensee and individual committing a violation are jointly and severally liable for any fines or penalties assessed pursuant to this Chapter.

3-12-14 ENFORCEMENT

The Bodywork Commissioner, Police Department and Community Development Department shall have the authority and the duty to enforce the provisions of this Chapter and to delegate enforcement authority as the Bodywork Commissioner deems necessary and appropriate for the health, safety and welfare of the public.

3-12-15 BODYWORK COMMISSIONER

- A. The Bodywork Commissioner is charged with the administration of this Chapter and of such other ordinances relating to bodywork establishments and licensing as may be from time to time enacted by the City Council.
- B. The Bodywork Commissioner shall be apprised of all warnings and citations issued to bodywork establishment licensees and any person who violates any provision of this Chapter.
- C. The Bodywork Commissioner has the authority to suspend a bodywork establishment license without a hearing as provided in Section 3-12-16, subject to a right to a hearing, to conduct hearings on the citations issued as provided in Section 3-12-17.

3-12-16 SUSPENSION WITHOUT A HEARING

If the Bodywork Commissioner has reason to believe that any of the following circumstances exist, a bodywork establishment license may be suspended upon the issuance of a written order stating the reason for the suspension without prior notice or hearing for not more than seven (7) days, giving the licensee an opportunity to be heard during that period; provided that, if the licensee is also engaged in another business on the licensed premises, such order shall not be applicable to the other business. A license may be suspended temporarily without hearing for the following reasons:

- A. Continued operation of the licensed premises will immediately threaten the welfare of the community;
- B. Bodywork services are being performed in the premises, but no person employed by the business has a valid state massage therapy license or is validly exempted from licensing under the Act;
- C. A person who manages, supervises is employed by or was present at the bodywork establishment has been arrested and charged with any criminal activity in connection with the bodywork establishment or is otherwise charged with any conduct involving sexual activity.

3-12-17 REVOCATION OR SUSPENSION; HEARING PROCEDURE; FINES AND COSTS

The local Bodywork Commissioner may, in accordance with law and the provisions of this Chapter, cite a bodywork establishment for violations of the provisions of this

Chapter and recommend revocation or suspension of any license and/or fines to be imposed for such violations, suspension or revocation of the license and/or fines may be imposed following a hearing, if requested by the licensee, as provided in this Section.

- A. No license shall be suspended for longer than seven (7) days without a hearing, except as specifically provided herein.
- B. Citations or notices of violation of this Chapter shall be given to the licensee in writing, and shall include the following information:
 - 1. A summary of the alleged violations;
 - 2. The right of the licensee to a hearing and presentation of evidence in the licensee's defense;
 - 3. Setting a hearing date within seven (7) days of the effective date of the notice;
 - 4. The of the licensee to be represented by legal counsel;
 - 5. A finding of a violation may result in suspension or revocation of the license and/or fines;
 - 6. The licensee may request a pre-hearing conference with the Bodywork Commissioner and/or an extension of time for the hearing, provided that the licensee agrees to remain closed until the hearing can be held; and
 - 7. If the licensee does not appear for the hearing, a determination shall be made in the licensee's absence.
- C. Citations or notices shall be given by:
 - 1. Hand delivery to the licensee or any agent or employee of the licensee at the licensee's premises, or posted on the door of the licensed premises if the bodywork establishment during business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, if the door to the premises is locked and/or the premises is not open for business during those times; or
 - 2. By certified and regular mail addressed to a) the licensee or to any partner, member, shareholder or other person having at least five percent (5%) of the ownership interest in the bodywork establishment, b) the person designated as the manager or supervisor of the premises or c) the local registered agent at the address reflected in the application on file with the City, and any such notice shall be deemed delivered on the second (2nd) day after the day it was placed in the US mail. If the certified mailing is unclaimed, but the regular mailing is not returned to the City as undeliverable, the notice shall be assumed to have been received.

- D. Hearings shall be open to the public, and the licensee shall be given an opportunity to hear the charge and the testimony and evidence in support of the charge, cross examine any witnesses called in support of the charge, and present evidence, testify and witnesses in defense of the charge.
- E. Within ten (10) days after the hearing, the Bodywork Commissioner shall issue a determination in writing and serve it on the licensee by hand delivery or mail as provided in Section 3-12-18.C above, indicating whether a violation is found to have occurred and the details of any order of suspension, revocation or fines imposed.
- F. The written determination of the Bodywork Commissioner shall be final and appealable by certiorari to the local circuit court.
- G. In addition to or in lieu of a suspension or revocation, the Bodywork Commissioner may levy a fine on the licensee not to exceed one thousand dollars (\$1000.00) for each violation and not to exceed fifteen thousand dollars (\$15,000.00) for all fines in the aggregate. Each day on which a violation continues shall constitute a separate violation. Proceeds from such fines shall be paid into the general corporate fund of the City.
- H. In addition to any suspension, revocation or fine, the Bodywork Commissioner shall determine the costs incurred by the City for the enforcement of this Chapter and hearing, including but not limited to, attorneys' fees, court reporter's fees, fees incurred by the City, Chief of Police and the Bodywork Commissioner, the cost of preparing and mailing notices and orders, and all other miscellaneous expenses incurred by the City or such lesser sum as to the Bodywork Commissioner may allow, and the licensee who has been found in violation of this Chapter shall pay the costs assessed by the Bodywork Commissioner.
- I. The licensee shall pay fines and costs to the City within thirty (30) days of notification of the fines costs by the Bodywork Commissioner. Failure to pay such costs within thirty (30) days of notification is a violation of this Chapter and may be cause for license suspension or revocation, or the levy of a fine. A period of suspension shall not lapse if any fines or costs remain unpaid.
- J. If a bodywork establishment license is revoked for any cause, no bodywork establishment license shall ever be granted by the City to the owners of the business for which the license was issued or be granted for the property on which the premises was located for which the revoked license was issued for a period of five (5) year after the date of the revocation that will allow a bodywork establishment to be operated on the premises described in the revoked license unless the revocation order has been vacated by court order.

3-12-18 CAUSE FOR SUSPENSION, REVOCATION AND/OR FINES

A bodywork establishment license may be revoked or suspended and/or a fine may be imposed after a public hearing if it is found that:

- A. The licensee has violated any one or more of the provisions of this Chapter;
- B. Any employee of the licensee, including a massage therapist, has engaged in any conduct at the licensee's premises that violates any provision of this Chapter and the licensee knew or by due diligence should have known of such conduct;
- C. Any applicant for a bodywork establishment license has made a false statement on the application;
- D. A licensee has refused to allow any duly authorized police officer, county law enforcement officer, local code enforcement officer or health inspector to inspect the bodywork establishment premises;
- E. The premises of the bodywork establishment are at any time not in compliance with the City building, health or fire codes;
- F. The premises of the bodywork establishment are not in compliance with any of the conditions and restrictions set forth in Section 3-12-13;
- G. The license holder has committed an act(s) of fraud or deceit in the application for license or application for renewal thereof;
- H. The license holder is engaged in the practice of bodywork under a false or assumed name, or is impersonating a massage therapist of a like or different name;
- I. The license holder commits or permits an act of fraudulent, false, misleading or deceptive advertising, or prescribing medicines, drugs, or engaging in the practices of any licensed profession without legal authority therefore in connection with the bodywork establishment;
- J. The license holder commits or permits any gratuitous sexual activity or sexual activity for payment on the premises or elsewhere commits or permits the solicitation of gratuitous sexual activity or sexual activity for payment or commits or permits any procedure during the performance of services that are performed for the purpose of or is reasonably to be expected to cause sexual arousal or gratification of any person, or commits or permits the trafficking of controlled substances or cannabis on the premises or in connection with a bodywork establishment;
- K. A license holder conducts or permits bodywork activities in the City during a period of time when the license holder's license is suspended or the license holder reasonably should have known the bodyworks activities are being conducted while the license is suspended;

- L. A license holder is delinquent in payment to the City for ad valorem taxes of any other taxes, fees or costs owed to the City.

3-12-19 COMPLAINT OF VIOLATION

Any complaint that any person, corporate or private, or any licensee, has been or is violating the provisions of this Chapter shall be made to the Bodywork Commissioner, Police Department or the Community Development Department. Complaints may be made by any person, including employees and representatives of the City.

3-12-20 PENALTY FOR VIOLATION OF THIS CHAPTER

Any person, corporation, firm or partnership found guilty of violation, disobeying, omitting, neglecting or refusing to comply with any of the provisions of this Chapter shall be subject to a fine of not less than \$100.00, nor more than \$1,500.00 for each offense; and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

3-12-21 3-12-21 Responsibility for Supervision. Business owners are responsible to monitor and oversee any business as to which a license for bodywork establishment is issued under this Chapter, and any business owner that is absent from the premises for which a bodywork license is issued shall designate a person with supervisory authority to be present at all times. In the absence of a designated supervisor, any person who is acting in a supervisory role shall be deemed a supervisor for purposes of this Chapter.

- A. Business owners shall be vicariously responsible and liable for the violations of this Chapter that occur on or in connection with any premises that is licensed or is required to be licensed pursuant to this Chapter and/or the Act; and such violations may be taken into account in determining whether a bodywork establishment license should be suspended or revoked; and fines may be levied against the business owner(s) in addition to any fines or other penalties that may be levied against the persons whose actions or inactions violated the provisions of this Chapter and/or Act.
- B. Designated supervisors shall be vicariously responsible and liable for the violations of this Chapter that occur on or in connection with any premises that is licensed or is required to be licensed pursuant to this Chapter and/or the Act during the time that such designated supervisors are working or are designated to be working by the business owner(s); and such violations may be taken into account in determining what fines may be levied against the designated supervisor(s) in addition to any fines or other penalties that may be levied against the persons whose actions or inactions violated the provisions of this Chapter and/or Act.
- C. Any person acting in a supervisory role over other persons in connection with the premises, including any person who is the only person at the premises when a violation occurs on the premises, shall be vicariously responsible and liable for

the violations of this Chapter that occur on or in connection with any premises that is licensed or is required to be licensed pursuant to this Chapter and/or the Act during the time that such person acting in a supervisory role over other persons are exercising supervisory authority; and such violations may be taken into account in determining what fines may be levied against the person acting in a supervisory role in addition to any fines or other penalties that may be levied against the persons whose actions or inactions violated the provisions of this Chapter and/or Act.

3-2-22 INCORPORATION OF THE MASSAGE LICENSING ACT

All of the terms of the Illinois Massage Licensing Act are incorporated herein and adopted hereby as material components of this Chapter; the provisions of this Chapter shall be interpreted and applied in harmony with the Act; and the all of the provisions of the Act shall be enforced as provisions of the City Code except to the extent that the City is preempted by the Act in respect to the regulation of massage therapy and licensing of massage therapists.

SECTION 2. As of the effective date of this Ordinance, any bodywork establishments that are currently in existence shall have ninety (90) days to apply and conform to the requirements of this Ordinance and the provisions of Title 3, Chapter 12 adopted by this Ordinance.

SECTION 3. This Ordinance shall be in full force and effect upon its presentation, passage and publication according to law.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this ____ day of _____, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this this ____ day of _____, 2016.

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Fisher				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Thelin Atac				

CITY OF BATAVIA, ILLINOIS ORDINANCE 16-34

6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE: ___ Ayes ___ Nays ___ Absent ___ Abstentions										
Total holding office: Mayor and 14 aldermen										

Jeffery D. Schielke, Mayor

ATTEST:

Heidi Wetzel, City Clerk

CITY OF BATAVIA

Date: May 26, 2016
To: Committee of the Whole (CS) – May 31, 2016
From: Andrea M. Podraza, P.E., CFM – Senior Civil Engineer
Re: **Resolution 16-51-R - Authorizing execution of Task Order #6
for Area 2&3 Storm Separation with Rempe-Sharpe &
Associates, Inc. for an amount not-to-exceed
\$25,975.00**

As part of the City of Batavia's efforts to alleviate repeated drainage concerns and sewer back-ups in area 2 & 3 of the combined sewer (see attached map) on City's west side the City Council allocated funds this fiscal year to conduct a drainage study and perform construction to improve this area. The Engineering Division sent out a request for proposals to the same consultants that submitted proposals for the Ward 1 drainage study. Since this request for proposal is being sent out relatively close to the Ward 1 Statement of Qualifications the City requested consultants to update the qualifications only if the proposed team was to change. Updated qualifications and a cost proposal were sought from the consultants to prepare final engineering plans and specifications separating a portion of combined sewer in Area 2 and a study to analyze the existing downstream storm sewer capacity and preliminary costs to construct a separate storm sewer in Area 3. The report will include a study of the hydrology and complete a hydraulic analysis for the project limits within this area. A final report for Area 3 will be prepared with the consultant's findings and proposed improvements with associated preliminary cost estimates with a presentation made to the Committee in mid-September. Staff is planning to construct the separate storm sewer in Area 2 in late fall 2016.

Four firms submitted updated statements of qualifications and sealed cost proposal. The submittals were due on Friday, May 13, 2016. Staff reviewed and discussed the revised statement of qualifications, individually updated scores and ranked the submittals, combined scores for an average score, and then opened the sealed cost proposals. The consultant's average scores based on qualifications were then converted to a decimal (89% becomes .89) and proposed cost was divided by the consultant's score to arrive at an "adjusted cost." The consultant with the lowest "adjusted cost" is recommended for award. The consultant with the lowest adjusted cost and being recommended for this project is Rempe-Sharpe & Associates, Inc. from Geneva.



Below is a summary of the consultant rankings that were solicited for qualifications and the cost proposal:

Consultant	Rank Based on Qualifications *	Rank Based on Cost Proposal **	Rank Based on Both Qualifications & Cost ***
<i>Rempe-Sharpe</i>	4	1	1
Christopher B. Burke Engineering, Ltd.	2	4	4
CEMCON, Ltd.	3	2	2
WBK Engineering, Ltd	1	3	3

- * 1 indicates best qualified and 4 indicates least qualified
- ** 1 indicates lowest proposal cost and 4 indicates highest proposal cost
- *** 1 indicates best desirable consultant based on both qualifications and cost and 4 indicates least desirable consultant based on both qualifications and cost

City staff has a good working relationship with Rempe-Sharpe. The City has worked with Rempe-Sharpe on an IDOT drainage project on Rt. 31 as well as numerous projects for the Water Division. Those projects include the Batavia Avenue Water Service Replacement & McKee Street Substation Watermain Replacement, Maple Lane Watermain Replacement and watermain replacement on W. Wilson Street. The City has found Rempe-Sharpe to be responsive, responsible and timely in finishing submittals.

This is the second project out of the \$400,000 allocated in the 2016 budget to investigate/study, prepare design drawings and/or construct solutions on a city-wide basis to help alleviate the drainage and sewer back-ups problems encountered most recently with the June 2015 rain event. Staff is in the process of evaluating what project will be next and then start preparing a request for qualifications.

Recommended Action:

Staff recommends that Committee of the Whole approve the following:

1. Resolution 16-51-R Authorizing execution of Task 6 for the Area 2&3 Investigation with Rempe-Sharpe & Associates, Inc. in the amount not-to-exceed \$25,975.00.

CITY OF BATAVIA, ILLINOIS

RESOLUTION 16-51-R

**AUTHORIZING EXECUTION OF TASK ORDER #6 FOR
REMPE-SHARPE & ASSOCIATES, INC.**

WHEREAS, the City of Batavia has identified the need for a drainage study in sewer separation in area 2&3; and

WHEREAS, the City of Batavia requested qualifications and sealed cost proposal on the project and reviewed and scored the submitted qualifications then opened the sealed proposal; and

WHEREAS, Rempe-Sharpe & Associates, Inc. has submitted a proposal and is the most qualified based on both qualifications and costs for the project; and

WHEREAS, the engineering company of Rempe-Sharpe & Associates, Inc. has the appropriate expertise and experience necessary to provide hydraulic modeling, design services and construction documents; and

WHEREAS, the total cost of said hydraulic modeling, design services and construction documents is in the amount not to exceed \$25,975.00 and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BATAVIA AS FOLLOWS:

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute Task Order #6 with Rempe-Sharpe & Associates, Inc of Geneva, Illinois, for construction services in the amount not to exceed \$25,975.00. The Contract is attached hereto as Exhibit "1".

CITY OF BATAVIA, ILLINOIS RESOLUTION 16-51-R

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 6th day of June, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 6th day of June, 2016.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Fischer				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					TheLin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstentions					
Total holding office: Mayor and 14 aldermen										

ATTEST:

Heidi L. Wetzel, City Clerk

EXHIBIT "B"

TASK ORDER NO. 6

REGARDING GENERAL AGREEMENT BETWEEN CITY OF BATAVIA

AND

REMPE-SHARPE & ASSOCIATES, INC.

Project Description: Area 2 (Item A) Sewer Separation
Area 3 (Item B) Hydraulic Analysis & Preliminary Engineering for
Sewer Separation

Scope of Services:

Engineering Services for the following Areas:

- Area 2 (Elm Street) Storm Sewer Separation
 - Data Collection
 - Prepare Final Design Plans
 - Cost Estimate
- Area 3 (Walnut, Morton & Blaine) Storm Sewer Study & Preliminary Sewer Separation
 - Data Collection
 - Storm Sewer Capacity Study
 - Preliminary Engineering Plans
 - Preliminary cost estimates and Capital Improvement Projects for the future

Additional information and scoping items can be found in the attached proposal.

Not-to-Exceed Fee for Services:

\$25,975.00

Proposed: _____

Date

Approved: _____

City of Batavia
City Approver

Date



REMPE-SHARPE & Associates, Inc.

Principals

J. Bibby
D. A. Watson

P.E. S.E.
P.E.

324 West State Street
Geneva, Illinois 60134
Phone: 630/232-0827 – Fax: 630/232-1629

B. Bennett
G. Ulreich
L. Vo
J. Whitt

P.E. CFM
P.E.
P.E.
P.E.

CONSULTING ENGINEERS

May 13, 2016

City of Batavia
Engineering Department
Andrea M. Podraza, P.E., CFM
Senior Civil Engineer
200 North Raddant Road

Re: Area 2 & 3 Storm Separation – Statement of Qualifications

Dear Ms. Podraza,

Rempe-Sharpe & Associates, Inc. employs a knowledgeable and experienced staff that can provide cost-effective professional engineering services for the City of Batavia.

Our contact for this project will be Daniel A. Watson, P.E., Principal for **Rempe-Sharpe & Associates, Inc.**, who resides in Ward 1 and personally witnessed the effects of the 2015 storm event. Dan can be reached at our office, 324 West State Street, Geneva, Illinois, by phone at 630-232-0827 x217, via fax at 630-232-1629, or via e-mail at dwatson@rsaengr.com. **Rempe-Sharpe & Associates, Inc.** is registered in the State of Illinois as a Professional Design Firm licensed to practice Professional Engineering and Structural Engineering. In addition to Illinois, our professional engineers are also licensed in Iowa, Indiana, Ohio, Wisconsin, and Michigan.

Our key staff who would be assigned to this project include:

- Daniel A. Watson, P.E. – Principal (31+ years experience) in charge of overall project.
- John M. Whitt, P.E. – Senior Project Manager (37+ years experience) in charge of overall scope, budget, quality assurance, and project administration.
- Greg R. Ulreich, P.E. – Senior Project Engineer (12+ years experience) in charge of project administration on a daily basis, H&H modeling oversight, quality control, and report preparation.
- Brian J. Bennett, P.E., CFM – Project Engineer (15+ years experience) in charge of H&H technical application.

Beyond the experience highlighted in the following resumes and similar project examples, **Rempe-Sharpe & Associates, Inc.** has also demonstrated extensive municipal experience in the capacity of Village Engineer for the Village of North Aurora since 1987 and for the Village of Winfield since 1964. The development of quality plans, specifications, and estimates for various local infrastructure projects are municipal engineering tasks that we take great pride in.

Rempe-Sharpe & Associates, Inc. has also demonstrated coordination experience with the City of Batavia through the completion of various "as requested" professional engineering tasks through a Master Services Agreement with the village since 2013, as well as other projects for the City as far back as 1961.

Finally, beyond the skills that **Rempe-Sharpe & Associates, Inc.** possess to produce a superior product for the Area 2 & 3 Storm Separation Project, we also have significant experience in other aspects of water resources-related projects as follows:

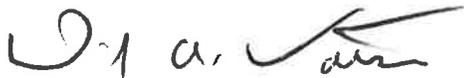
- IDOT Hydraulics Section – Program Management Consultant
 - As a Program Management consultant for the Hydraulics Section, RSA has first-hand experience reviewing Highway Permits for work similar to the proposed improvements. Obtaining a Highway Permit is the critical path item for letting Area #2 this winter and our knowledge of the process will be highly beneficial in achieving this goal. In addition, any preliminary engineering solution for Area #3 will ultimately require concurrence and a Highway Permit from IDOT during the final design. Coordination with, and understanding of, the requirements of the IDOT Hydraulics Section during the preliminary phase is essential to achieving a practical solution.
- Residential Street and infrastructure reconstruction, including storm sewer separation.
 - Prepared Final Construction Drawings/Documents (PS&E) and provided resident engineering and inspection services. (Village of Hinsdale / Village of North Aurora)
Two additional project experience sheets are included with this submittal.
- Various private projects in Kane County with preliminary engineering, final engineering construction drawings and specifications:
 - Prepared drainage reports/design required for securing Kane County stormwater permits; including stormwater detention, compensatory floodplain issues, and streambank stabilization. (Kane County / KDSWCD / IEPA / USACOE)
- Residential homeowner drainage complaint assistance while serving as Village Engineer for North Aurora and Winfield.
- Drainage-related damage claim investigations / Expert witness testimony.

Rempe-Sharpe and Associates is very interested in providing the services requested by the City of Batavia for this project and we would like to thank you for your consideration. Please contact the undersigned at 630-232-0827x217 with any questions regarding the above.

Sincerely,

REMPE-SHARPE AND ASSOCIATES, INC.

BY:

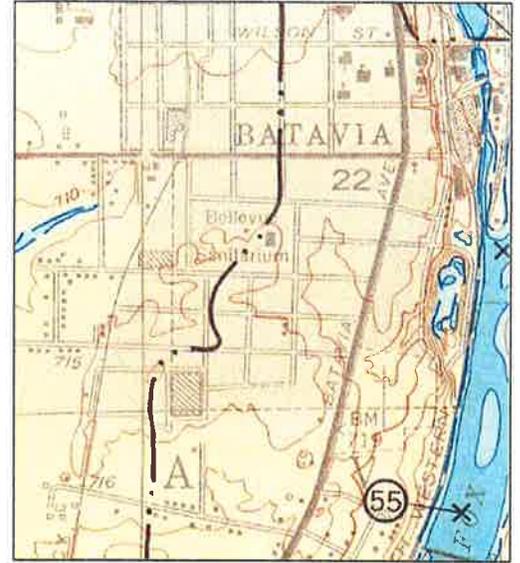


Daniel A. Watson, P.E.
Vice-President

PROJECT UNDERSTANDING

On 15 June 2016 the USGS atmospheric unit at Fermilab recorded 3.54 inches of rainfall over a 3-hour time period, which equates to a 25-year recurrence interval storm event according to ISWS Bulletin 70. As reported by Batavia's Public Works Department (PWD), this storm event resulted in flooding throughout the City, with sewer back-ups in the neighborhoods of combined sewer Areas 2 and 3.

The USGS Hydrologic Atlas (HA-70) shows that the historic drainage divide between the Fox River and the Mill Creek watersheds is consistent with the area shown on the "Combined Sewer Area 3" exhibit. This will be important to note when submitting any proposed improvements for an IDOT Highway Permit. The topography of Area #2 (i.e. Elm Street) is relatively flat and is more characteristic of the areas to the north. Area #3 is defined more by relatively steep slopes and only occasional flat areas. Most important is the well-defined "valley" between Walnut and Blaine Streets starting at Walnut Park, which turns southward just west of IL 31. It also is evident that most inlets occur only at intersections and sag locations, often leaving entire blocks without an inlet, which may be problematic for some of those occasional flat areas. It also appears that additional inlets have been added over the years to increase inlet capacity since there is a variety of grate and curb boxes even within the same intersection.



Item A: As is characteristic of the neighborhood, the only drainage grates for a long stretch is in the sag location at 403 Elm Street. Proper grate selection will address both inlet capacity and potential clogging due to the mature and significant vegetation in the area. The separation of the inlets at Elm Street and IL 31 will require an IDOT Highway Permit. As a Program Management consultant for the Hydraulics Section, RSA has first-hand experience reviewing Highway Permits for work similar to the proposed improvements. It is RSA's opinion that Hydraulics will require the applicant to demonstrate that the hydraulic grade line for the *existing* system within the State ROW will not surcharge above any rims in the proposed condition. It is recommended that a preliminary meeting with the Traffic Permit section occur to discuss the scope of work.

Item B: As noted above, the "valley" creates sag locations on Jackson, Jefferson, Walnut, and Blaine Streets that have significant tributary areas. The sag locations at Walnut and Blaine Streets appear to be drained by a separate storm sewer system and therefore would not contribute to combined sewer back-ups, but they would figure into the analysis of the 27" outfall sewer capacity. The sag locations at Jackson and Jefferson Streets are only connected to the combined sewer according to the City's utility map. The number and size of the inlets at the intersections of Jackson/Blaine and Jefferson/Blaine appears to indicate an attempt at capturing as much surface runoff as possible upstream of these sag locations. Any preliminary drainage analysis should be explicit in its assumption of by-pass flows and accounted for when designing the conveyance from the sag locations. Morton Street naturally drains towards IL 31, but IDOT may also be concerned that the lack of both inlets and gutter (i.e. due to resurfacing) causes a significant amount of by-pass flow towards the sag location in the State ROW. Therefore, the preliminary drainage analysis may need to look at the possibility of adding inlets in the upstream areas to reduce the sewer size required to drain these sag locations.



PROJECT APPROACH

DELIVERABLES

RSA will provide construction drawings, calculations, opinion of cost, and IDOT permit application for ITEM 'A' (Area 2), as described below. RSA will provide exhibits, calculations, preliminary opinion of cost, and report for ITEM 'B' (Area 3), as described below.

PROJECT TASKS

The following task descriptions illustrate how RSA proposes to deliver a top quality project on time and within budget as well as give additional detail into the philosophy and methods that will be employed.

ITEM 'A' (Area 2)

1. Data Collection Services:

- a. **Review Plans, As-builts, GIS:** Using Batavia's PWD utility atlas map and engineering plans, conduct a field visit to confirm the upstream limits of the storm sewer network(s) tributary to the Jefferson/Elm and IL Rte.31/Elm intersection.
- b. **Topographic Survey Along ROW:** Conduct topographic surveys along Elm Street: 1) from just east of 403 Elm Street to just west of the intersection of Jefferson/Elm (approx. 500' long and to 10' beyond the apparent ROW); and 2) at the intersection of IL Rte.31/Elm (approx. 75' each-way from the centerline-centerline, and to 10' beyond the apparent ROW). Pertinent surface features will be located per State Plane East coordinates and City of Batavia Geodetic Control obtained using Topcon GRS-1 equipment (0.1' H:V accuracy). Invert elevations and pipe sizes will also be collected concurrently. [Property line and ROW line surveys are not included and will only be referenced as apparent, per City GIS information provided.] Base sheets, suitable for use in preparation of construction document preparation, will be included in this phase.

2. Prepare Final Design Plans:

- a. **Plan Preparation:** The base sheets noted above will be utilized for the contract drawing plan/profile sheets illustrating the proposed storm sewer improvements. In addition to the plan/profile drawings of the subject improvements, the contract plan set will also include: title sheet, general notes, traffic control (as appropriate), typical sections, and details.
- b. **Storm Sewer Design/Calculations:** Based on the plan/GIS review, and field confirmation noted above, as well as the topographic survey data collected, storm sewer sizing calculations (10-year design utilizing the Rational Method/StormCAD, or alternately SCS/XPSWMM) will be performed. The drainage area to each inlet cluster (as appropriate) will be determined, as well as times of concentration (T_c) and runoff coefficients (C or CN) in accordance with IDOT Drainage Manual methods. Calculations shall be summarized and compiled into a booklet form for supporting documentation and review purposes.



- c. **Quantities/Opinion of Cost/Bid Specifications:** Based on the plans described above, construction quantities will be tabulated and an Engineer's Opinion of the Probable Cost of Construction will be prepared. In coordination with City staff, bidding documents (bid book) will also be prepared. Bidding will be conducted by the City, however, a review of bids (limited to no more than 1-manhour) will be provided.
- d. **IDOT Permit Application:** The above-described storm sewer calculations prepared for the ILRte.31/Elm intersection will be supplemented as appropriate for inclusion with the submittal of a Drainage Connection Checklist package. No design of a relief sewer (or oversizing design) of the existing 18" is included. Connection of new inlets to the existing 18" storm sewer will be limited to the available capacity of the line. (It assumed that the existing 18" storm sewer is under IDOT control.)
- e. **Meetings with Staff-Review Findings/City Presentation:** Submit the storm sewer calculations and pre-final plans to Batavia PWD for review and concurrence before proceeding with completion of the construction documents. With staff approval, the final documents will be completed and submitted for IDOT permitting, and to the City for final review. Upon receipt of approval from IDOT, a presentation to the City Council will be made and documents made ready for bidding by the City.

ITEM 'B' (Area 3)

1. Data Collection Services:

- a. **Review Plans, As-builts, GIS:** Using Batavia's PWD utility atlas map and engineering plans, as well as coordination with RJN's data collection for the sanitary sewer, conduct a field visit to confirm the upstream limits of the storm sewer network(s) tributary to the Morton/IL Rte.31 intersection.
- b. **Topographic Survey:** Conduct a topographic survey along the route of the existing 27" storm sewer. Pertinent surface features will be located per State Plane East coordinates and City of Batavia Geodetic Control obtained using Topcon GRS-1 equipment (0.1' H:V accuracy). Invert elevations and pipe sizes will also be collected concurrently. [Property line and ROW line surveys are not included and will only be referenced as apparent, per City GIS information provided.] Throughout the 41-acres of Area 3, survey will be limited to the collection of data to reflect the approximate roadway centerline elevation of inlet clusters, to confirm reasonableness with the contour elevations of the City/County digital mapping.

2. Storm Sewer Capacity Study:

- a. **Develop Tributary Area / C (or CN) / Tc:** Based on IDOT Drainage Manual methods and using the Kane County 2' contours, aerial images, and topographic survey, the drainage area to each inlet cluster (as appropriate) will be determined, as well as times of concentration (Tc) and runoff coefficients (C or CN). Prepare 1"=100' planview aerial exhibit illustrating drainage areas and inlet cluster (i.e. 2 or more inlets) locations.
- b. **Storm Sewer Design/Calculations:** Based on the plan/GIS review, and field confirmation noted above, as well as the topographic survey data collected, storm sewer sizing calculations (10-year design utilizing the Rational Method/StormCAD, or alternately SCS/XPSWMM) will be performed. Calculations shall be summarized and compiled into a booklet form for supporting documentation and review purposes. Exhibits will include schematic planview and schematic profile drawings along roads within Area 3, and along the 27" outfall sewer.



- c. **Coordinate with RJN:** Discuss proposed storm sewer design with RJN, and provide information as to amount of flow/water potentially being collected by construction of storm sewer-only runs.
- d. **Report Preparation:** A narrative report of the findings will be prepared. Calculations shall be summarized and compiled into a booklet form for supporting documentation and review purposes.
- e. **Quantities/Preliminary Opinion of Cost:** Based on the findings described above, construction quantities will be tabulated and a Preliminary Engineer's Opinion of the Probable Cost of Construction will be prepared. [If it is determined that an off-site relief sewer to the existing 27" storm sewer is required, quantities/costs relating to potential extraordinary items (due to subsurface soils, groundwater, and/or bedrock conditions) will be included subject to receipt from the City of soils boring information along the route.]
- f. **Meetings with Staff-Review findings/City Presentation:** Submit the storm sewer calculations and pre-final concept drawings described above to Batavia PWD for review and concurrence before proceeding with completion of the documents. With staff approval, the final documents will be completed and submitted to the City for final review. A presentation of the final documents will be made to the City Council.





**REMPE-SHARPE
& Associates, Inc.**

Principals

J. Bibby P.E. S.E.
D. A. Watson P.E.

324 West State Street
Geneva, Illinois 60134
Phone: 630/232-0827 – Fax: 630/232-1629

B. Bennett P.E. CFM
G. Ulreich P.E.
L. Vo P.E.
J. Whitt P.E.

CONSULTING ENGINEERS

May 13, 2016

City of Batavia
Engineering Department
Andrea M. Podraza, P.E., CFM
Senior Civil Engineer
200 North Raddant Road

Re: Area 2 & 3 Storm Separation – Cost Proposal

Dear Ms. Podraza,

Rempe-Sharpe & Associates, Inc. proposes to provide engineering services in accordance with the City's Standard Consultant agreement and as submitted (bound separately) for the "Area 2 & 3 Storm Separation – Statement of Qualifications" for a lump sum amount of:

Lump Sum Amount \$25, 975.00

with subtotals:

ITEM 'A' (Area 2)	\$12,985.00
ITEM 'B' (Area 3)	\$12,990.00

We would like to thank the City of Batavia for your consideration. Please contact the undersigned at 630-232-0827x217 with any questions regarding the above.

Sincerely,

REMPE-SHARPE & ASSOCIATES, INC.
BY:

Daniel A. Watson, P.E.
Vice President

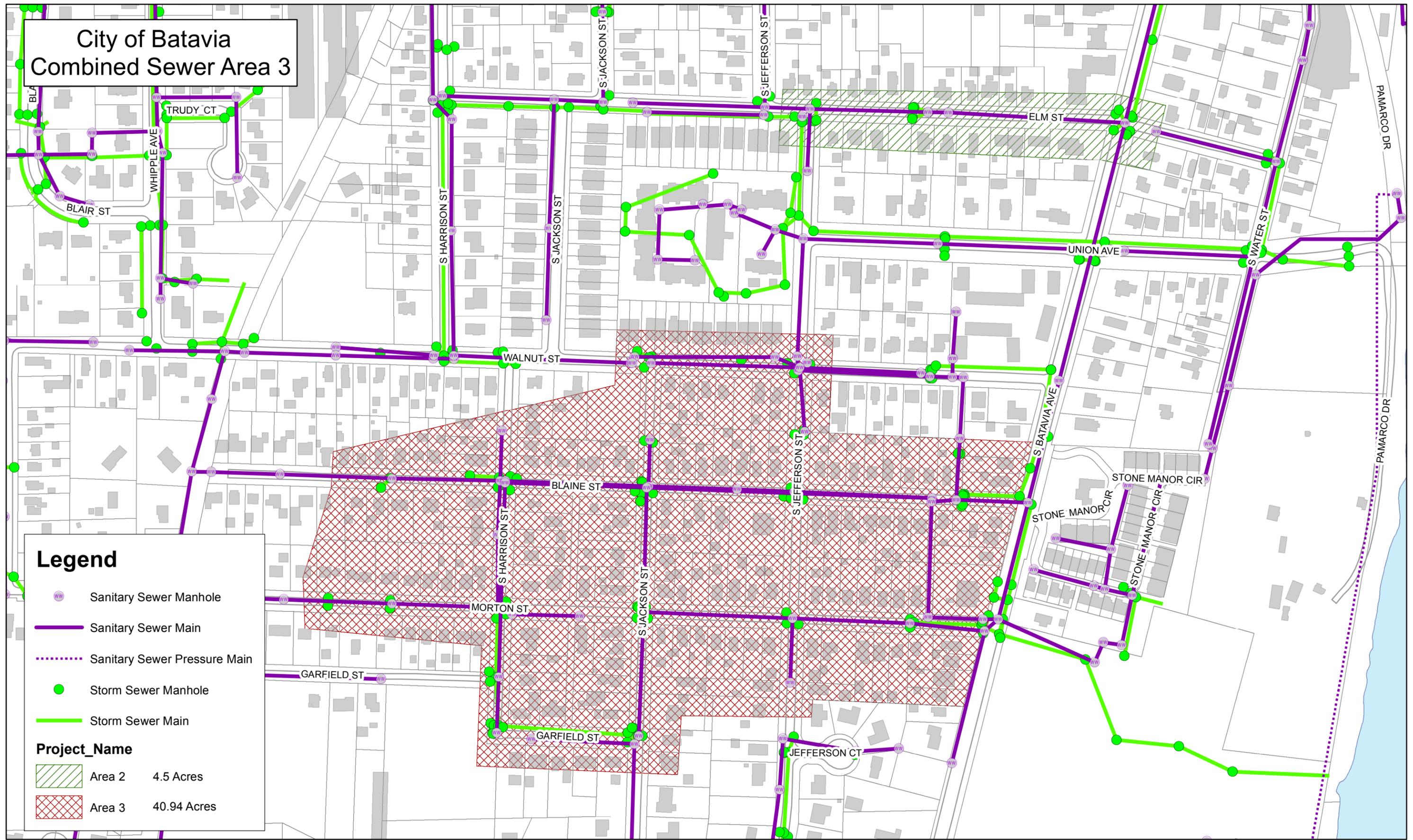
Area 2 & 3 Storm Separation
City of Batavia

TASK	SR. PROJECT ENGR		DESIGN ENGINEER		DESIGN TECH (CADD)		SURVEY CREW		CLERICAL		TOTAL	TOTAL	
	Q	R	S	T	U	V	W	X	Y	Z	HH	DD	
DESIGN ENGINEERING SERVICES - ITEM 'A'													
1	Data Collection Services												
	a	Data Collection		2	\$192.00	1	\$63.00				3	\$275.00	
2	Field Survey												
	a	Establish Horizontal and Vertical Control				2	\$166.00	2	\$194.00		4	\$360.00	
	b	Topographic Survey - Streets (500' + 75'ls way)				6	\$664.00	8	\$776.00		16	\$1,440.00	
	SUBTOTAL			2	\$192.00	11	\$913.00	10	\$970.00		29	\$2,075.00	
FINAL PLANS - ITEM 'A'													
3	Prepare Final Design Plans incorporating Field Surveys												
	a	Title Sheet (1 Sheet)				6	\$496.00				6	\$496.00	
	b	General Notes (1 Sheets)		3	\$268.00	6	\$498.00				9	\$766.00	
	c	Traffic Control Plans & Details (1 Sheet)		4	\$384.00	6	\$498.00				10	\$882.00	
	d	Typical Sections (1 Sheets)		2	\$192.00	4	\$332.00				6	\$524.00	
	e	Plans (2 Sheets)		12	\$1,152.00	20	\$1,660.00				32	\$2,812.00	
	f	Storm Sewer Calculations (booklet w/ exhibits)		10	\$960.00	2	\$166.00						
	g	Construction Details, Standards (1 Sheets)		2	\$192.00	6	\$498.00				8	\$690.00	
	h	Summary of Quantities		4	\$384.00	4	\$332.00				8	\$716.00	
	i	Estimate of Cost		4	\$384.00				2	\$94.00	6	\$478.00	
	j	Bid Specifications		6	\$576.00				2	\$94.00	8	\$670.00	
	k	IDOT Permit application		6	\$576.00						6	\$576.00	
	l	Plan revisions per Review Comments		4	\$384.00	2					6	\$384.00	
	m	Meetings w/ City staff @ 50% and final		8	\$768.00						8	\$768.00	
	SUBTOTAL			65	\$6,240.00	56	\$4,482.00		4	\$188.00	125	\$10,910.00	
	ITEM 'A' TOTAL											\$12,985.00	
DESIGN ENGINEERING SERVICES - ITEM 'B'													
1	Data Collection Services												
	a	Data Collection		8	\$768.00						8	\$768.00	
2	Field Survey (topographic)												
	a	27" offset sewer to river		2	\$192.00	8	\$664.00	8	\$776.00		18	\$1,632.00	
	b	@ inlet clusters - roadway centerlines only						4	\$388.00		4	\$388.00	
	SUBTOTAL			10	\$960.00	8	\$664.00	12	\$1,164.00		30	\$2,788.00	
STORM SEWER CAPACITY STUDY - ITEM 'B'													
	a	Prepare 1"=100' planview exhibit w/ drainage areas and inlet cluster locations (i.e. 2 or more inlets) - to be based on available aerial topo and contours, as provided by city		4	\$384.00	10	\$830.00				14	\$1,214.00	
	b	Determine tributary areas, and other watershed characteristics for use in calculating Q's at each existing inlet cluster within Area 3		6	\$768.00						6	\$768.00	
	c	Prepare StormCAD/PSWMM 10-year proposed model (Rational Method / SCS), assuming 100% efficiency collection at inlet clusters		12	\$1,152.00						12	\$1,152.00	
	d	Prepare schematic planview and profile exhibits along roads within Area 3 including Walnut, Blaine, Marlon, Harrison, Jackson, & 27" outfall sewer between Batavia Ave and river		8	\$768.00	20	\$1,660.00				28	\$2,428.00	
	e	Add underground utility information to plan and profiles per City GIS info and plans as provided				6	\$498.00				6	\$498.00	
	f	Coordinate with RJN (limited to 8 hours)		6	\$768.00						6	\$768.00	
	g	Report preparation		12	\$1,152.00	6	\$498.00		2	\$94.00	20	\$1,744.00	
	h	Estimate of cost		8	\$768.00				2	\$94.00	10	\$862.00	
	i	Meeting w/ City staff and Council @50%, draft final, and final report to Council		8	\$768.00						8	\$768.00	
	SUBTOTAL			68	\$6,528.00	42	\$3,486.00		4	\$188.00	114	\$10,202.00	
	ITEM 'B' TOTAL											\$12,990.00	
	ITEM 'A' + ITEM 'B' TOTAL			145	\$13,920.00	117	\$9,548.00	22	\$2,134.00	8	\$376.00	284	\$25,975.00

City of Batavia Combined Sewer Area 3

Legend

- Sanitary Sewer Manhole
 - Sanitary Sewer Main
 - Sanitary Sewer Pressure Main
 - Storm Sewer Manhole
 - Storm Sewer Main
- Project_Name**
- Area 2 4.5 Acres
 - Area 3 40.94 Acres



Maps and data provided by the City of Batavia are not intended to have, nor do they have, the accuracy of surveys or legal descriptions of land areas. GIS data obtained from the City of Batavia is intended for representational use only. Reliance on such maps and data is at the risk of the recipient. This information, in either electronic or map form, is provided "as is". No warranty expressed or implied is made regarding the accuracy, timeliness, or completeness of the data, nor shall the act of distribution constitute any such warranty. This disclaimer applies both to individual use of the data and aggregate use with other data.

SOURCE: BATGIS, KANEGIS



CITY OF BATAVIA

DATE: 5/12/16
TO: Mayor and City Council
FROM: Peggy Colby, Finance Director
RE: Ordinance 16-20 Water Pollution Control Program Authorizing Loan Agreement City of Batavia a Home Rule Entity

The Wastewater Treatment Plant improvements as presented in Task Order #8 with Trotter & Associates approved by Resolution 16-11-R will be financed with an IEPA Loan. Ordinance 16-20 is an Authorizing Ordinance for the issuance of up to \$30,000,000 in an IEPA Loan. This is not the official Bond Ordinance but is a requirement to proceed through the application process. The loan will have a Official Bond Ordinance prepared by Chapman and Cutler that will need to be approved by the City Council at a later date.

The projected cost for Phase I is currently \$27.7 million including projected construction loan interest. The amount in the authorizing Ordinance is set higher than expected to provide for unforeseen costs. The City Council has authorized three years of 6% rate increases to cover the costs of Phase I, however it should be noted that at least one more year of an increase is necessary to support Phase I. Further rate increases beyond 6% will be necessary for Phases II and III. The costs for the project are high and will impact ratepayers. Please recall that the City Council authorized Gary Holm to hire a separate engineering firm to conduct value engineering on the project so that we could be assured that we would have the most cost effective plan. Some savings did result from that process.

The City will also need to have some sort of interim financing or line of credit to fund construction once it starts since the IEPA loans are done on a reimbursement basis. That will be brought to the Council towards the end of the year.

Requested Action by Council: Recommendation for approval of Ordinance 16-20 Water Pollution Control Program Authorizing Loan Agreement City of Batavia a Home Rule Entity which authorizes up to \$30,000,000 in an IEPA Loan for the Wastewater Treatment Plant Rehabilitation Phase I. Thank you.

cc. Mayor and City Council
William McGrath
Gary Holm
Byron Ritchason
File

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-20**

**WATER POLLUTION CONTROL LOAN PROGRAM
AUTHORIZING LOAN AGREEMENT
CITY OF BATAVIA
A HOME RULE ENTITY**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
THIS 6TH DAY OF JUNE 2016**

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This 6th day of June, 2016

Prepared by:
City of Batavia
100 N. Island Ave.
Batavia, IL 60510

**AUTHORIZING LOAN AGREEMENT
(WATER POLLUTION CONTROL LOAN PROGRAM –CITY OF BATAVIA)**

ORDINANCE NUMBER 16-20

AN ORDINANCE authorizing the City of Batavia, of
Kane and Dupage County, Illinois, to borrow funds
from the Water Pollution Control Loan Program

WHEREAS, The City of Batavia, Kane and DuPage Counties, Illinois (the “*City*”), is a duly organized and existing home rule municipality and unit of local government of the State of Illinois, and is operating under and pursuant to the provisions of the Illinois Municipal Code; and

WHEREAS, The City currently owns and operates a Sewer system (the “*Wastewater System*”) and in accordance with the provisions of 65 ILCS 5/11-139 and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively “the Act”); and

WHEREAS, the MAYOR and CITY COUNCIL of the City of Batavia (“the Corporate Authorities”) have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following:

Project Description

Improvements to the City of Batavia Wastewater Treatment plant with new infrastructure all in accordance with the plans and specifications prepared by the consulting engineers and which has an estimated useful life of 30 years.

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$30,000,000, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the City of Batavia from the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from sewer revenues and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City of Batavia is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of \$30,000,000 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the City of Batavia shall be made pursuant to a Loan Agreement, including certain terms and conditions between the City of Batavia and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the Corporate Authorities of the City of Batavia of Kane and Dupage County, Illinois, as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the City of Batavia to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City of Batavia in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$30,000,000.

SECTION 3. ADDITIONAL ORDINANCES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the sewer revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City of Batavia may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City of Batavia to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF City of Batavia

Repayment of the loan to the Illinois Environmental Protection Agency by the City of Batavia pursuant to this Ordinance is to be solely from the revenue derived from sewer revenues of the System, and the loan does not constitute an indebtedness of the City of Batavia within the meaning of any constitutional or statutory limitation.

SECTION 5. APPLICATION FOR LOAN

The Mayor is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

**SECTION 7. AUTHORIZATION OF MAYOR
TO EXECUTE LOAN AGREEMENT**

The MAYOR is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the MAYOR for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 8. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 9. REPEALER

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

CITY OF BATAVIA ORDINANCE 16-20

PRESENTED to the City Council of the City of Batavia, Illinois, this 6th day of June 2016.

PASSED by the City Council of the City of Batavia, Illinois, this 6th day of June 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 6th day of June 2016.

Jeffery D. Schielke, Mayor

COUNCIL VOTE:

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	Fischer					O'Brien				
2	Callahan					Wolff				
3	Chanzit					Hohmann				
4	Stark					Mueller				
5	Thelin Atac					Botterman				
6	Cerone					Russotto				
7	Brown					McFadden				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstentions					
Total holding office:		Mayor and 14 aldermen								

ATTEST:

Heidi L. Wetzel, City Clerk

CITY OF BATAVIA

MEMO TO: William R. McGrath
City Administrator

FROM: Gary J. Schira
Chief of Police



DATE: May 18, 2016

**SUBJECT: Class F Liquor License Application – Batavia Park District
2016 Windmill City Festival**

The Batavia Police Department conducted an investigation and background check (Report #16-9901) to determine whether the Batavia Park District represented by Park District Staff (Aaron Gold) might be suitable to receive an Outdoor Class F Special Event (Not-For-Profit) Liquor License in the City of Batavia to sell liquor at Windmill City Fest at the Peg Bond Center on the Batavia Riverwalk from July 7 thru July 10, 2016 from 12 noon to 11 p.m. We have found no problems which would preclude the Batavia Park District or Staff from receiving a liquor license as of this date. They also have to obtain a State of Illinois Special Event Retailer Liquor License.

I would ask that this be put on the City Council agenda for Monday, June 6, 2016 for approval. Should you have any questions in this regard, please contact me.

PC: Liquor File
Deputy Chief Autenrieth
Detective Bretz

CITY OF BATAVIA

MEMO TO: City Council
FROM: Jeffery D. Schielke, Mayor
DATE: May 25, 2016
SUBJECT: Annual Department Head Appointments

It is time for the annual appointments of City officers and department heads, effective May 1, 2016 through April 30, 2017. I would offer the following for re-appointment and ask you to confirm them at the June 6, 2016 City Council meeting. Please call me if you have any comments or questions.

City Administrator through August 2, 2016: Bill McGrath
Finance Director & Budget Officer: Peggy Colby
Police Chief: Gary Schira
Fire Chief: Randy Deicke
Human Resources Director: Wendy Bednarek
Public Works Director: Gary Holm
City Engineer: Rahat Bari
Information Systems Director: Howard Chason
Community Development Director: Scott Buening
Street Department Superintendent: Scott Haines
Water & Sewer Superintendent: John Dillon
WWTP Superintendent: Byron Ritchason
ESDA Coordinator: Chief Randy Deicke
ESDA Manager: Mark Davis
City Attorney: Kevin Drendel

CITY OF BATAVIA

DATE: June 6, 2016
TO: Mayor & City Council
FROM: Wendy Bednarek, Director of Human Resources
SUBJECT: Ending of Individual Employee Contracts and Amending of the Wage and Salary Ordinance for Non-Collective Bargained Employees

The City of Batavia has two positions that are currently being held by part-time employees with employment contracts. These contracts were established during the economic recession to fulfill a need for reduce hours, early retirements and operational flexibility. Both contracts are up for renewal in 2016. The position duties are necessary in each department and the positions would be replaced should the current employee leave. It is staff's recommendation to not sign another employment contract but rather place the positions into the wage and salary ordinance and treat such employees based on the guidelines of the ordinance.

DETAILS:

Fred Buss serves as the evidence/property custodian for the Batavia Police Department. His employment contract covers his rate of pay and additional benefits such as paid vacation, single insurance and pro-rata separation benefit. Upon review of the position and employee contract with Chief Schira, it is staff's recommendation to change the position to a regular part time position which would entail adding the position to our wage and salary ordinance. This position would be added at the Pay Grade 8 based on current wage comparables. Additionally, this position and any employee who fills the position, including Fred Buss, would be entitled to the benefits normally associated with a part-time position.

Marsha Carter serves as the Lab Technician for the Wastewater Division. This position is a required position due to EPA guidelines. Her employment contract only limits the number of annual hours she would work (less than 600). After review with staff, this position is also being recommended to be added to the wage and salary ordinance. This position was at one time in the ordinance. It was listed at a pay grade 9. After analysis of the wage comparable, it is staff's recommendation to place at a pay grade 9.

One additional note, both Mr. Buss and Ms. Carter's wages are appropriate and would not need any adjustment at this time. They both received the same percentage as all other non-union employees on January 1, 2016 (2.5%). In 2017 they will then move through the appropriate steps.

Attached you will find the 2016 wage and salary ordinance with revisions to Table 1 and the 2016 wage schedule for your reference. Please note there are two other housekeeping changes to the ordinance: lowering the Water/Sewer Superintendent position to a pay grade 20 and updating the Electric Engineering and Business Manager (formerly Electric Superintendent) job title. As you may recall the change to the Water/Sewer Superintendent position was proposed with the retirement of John Dillon and removing of the Building Maintenance duties from the position.

Staff requests the City Council approve the proposed amendments to the wage and salary ordinance for non-collectively bargained employees and place on the next City Council Meeting on June 6, 2016.

cc: Bill McGrath, City Administrator

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-33**

**AN ORDINANCE AMENDING THE WAGES AND SALARIES FOR
NON- COLLECTIVELY REPRESENTED EMPLOYEES
EFFECTIVE JUNE 6, 2016 FOR THE YEARS 2016 AND 2017**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
THIS 6TH DAY OF JUNE, 2016**

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This 6th day of June 2016

Prepared by:
City of Batavia
100 N. Island Ave.
Batavia, IL 60510

CITY OF BATAVIA, ILLINOIS

ORDINANCE 16-33

**AN ORDINANCE AMENDING THE WAGES AND SALARIES FOR
NON-COLLECTIVELY BARGAINED EMPLOYEES EFFECTIVE JUNE 6, 2016 FOR
THE YEARS 2016 AND 2017**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BATAVIA, ILLINOIS, that the following rules, regulations, and wage plans are hereby established for employees of the City of Batavia, Illinois:

SECTION 1: SALARIES AND WAGES

1. All employees and appointed officials of the City of Batavia, Illinois, other than those represented by certified collective bargaining units, or separate contract, shall receive wages and compensation as hereafter from time to time established by separate ordinance, and such salaries or compensation shall be in accordance with the standards set forth in the wage structure, or plan marked "Exhibit A," attached hereto and made a part hereof. Employees represented by certified collective bargaining units shall receive wages and benefits according to their respective agreements.
2. For the purpose of this ordinance, full-time employees are defined as employees who work an average of 40 hours per week per year (except for employees that work a platoon schedule); all other employees are considered part-time.
3. Whenever it is necessary to determine an hourly rate for any non-sworn full-time employee within the aforesaid salary plan, such rate shall be computed on the basis of 2080 work hours per year.
4. New employees of the City shall receive the salary authorized by the City Administrator, providing such salary shall be within the salary range as set forth in "Exhibit A" and in accordance with the personnel policies of the City of Batavia, unless otherwise authorized by the City Council.

SECTION 2: DURATION AND REVIEW

This Ordinance shall be in effect on June 6, 2016 the calendar years 2016 and 2017 unless otherwise amended.

SECTION 3: ORDINANCES IN CONFLICT

All ordinances or parts of ordinances in direct conflict herewith are repealed.

CITY OF BATAVIA, ILLINOIS ORDINANCE 16-33

SECTION 4: VALIDITY OF ORDINANCE

If any part or parts of this Ordinance are, for any reason, held to be invalid, such decisions shall not affect the validity of the remaining portions of this Ordinance.

PRESENTED to the City Council of the City of Batavia, Illinois, this 6th day of June, 2016.

PASSED by the City Council of the City of Batavia, Illinois, this 6th day of June, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 6th day of June, 2016.

Jeffery D. Schielke, Mayor

COUNCIL VOTE:

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Fischer				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Thelin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstentions					
Total holding office: Mayor and 14 aldermen										

ATTEST:

Heidi Wetzel, City Clerk

CITY OF BATAVIA, ILLINOIS ORDINANCE 16-33

**"EXHIBIT A" OF ORDINANCE 16-33
SCHEDULE OF WAGES AND SALARIES
EFFECTIVE JUNE 6, 2016
WAGE AND SALARY ADMINISTRATION**

The pay grades and pay steps listed on Tables 1 and 2 shall apply to the all positions as described below. Employees will move up one step within their pay grade on their anniversary dates until the maximum step is attained. An exception to this procedure shall be employees whose performance places them on probation.

Table 1 -Pay Grades by Position

Pay Grade	Position
3	Receptionist
5	Customer Service Representative
6	Finance Assistant
7	Administrative Assistant
8	Evidence/Property Custodian
8	Warehouse Operator
9	Utility Billing Supervisor
9	Lab Technician
10	Building Maintenance Coordinator
10	Water/Sewer Service Maintenance Worker*
10	Wastewater Plant Operator*
11	GIS Analyst (E)
11	Planner (E)
11	Utility Locator/Meter Technician
12	Human Resource Specialist (E)
12	Police Records Supervisor (E)
12	Code Compliance Officer
13	Engineering Assistant
13	Building Inspector
14	Senior Engineering Assistant
14	Chief Wastewater Operator
14	Meter Shop Crewleader
14	Water Service Crewleader

CITY OF BATAVIA, ILLINOIS ORDINANCE 16-33

Pay Grade	Position
16	Planning and Zoning Officer (E)
17	Staff Engineer (E)
18	Assistant Finance Director (E)
18	Assistant Street Superintendent (E)
18	Systems Manager (E)
19	Project Engineer (E)
19	Assistant City Engineer (E)
19	Building Commissioner (E)
20	Wastewater Superintendent (E)
20	Water/Sewer Superintendent (E)
21	Fire Battalion Chief (E)**
21	Manager of Electric Operations (E)
21	Information Systems Director (E)
21	Senior Project Engineer (E)
21	Street Superintendent (E)
21	City Engineer (E)
22	Electric Engineering & Business Manager (E)
22	Human Resources Director (E)
23	Community Development Director (E)
23	Deputy Fire Chief (E)
24	Deputy Police Chief (E)
25	Fire Chief (E)
26	Police Chief (E) ***
27	Finance Director (E)
27	Public Works Director (E) ***

(E) indicates salaried exempt employee

CITY OF BATAVIA, ILLINOIS ORDINANCE 16-33

* Wastewater Plant Operators shall receive, in addition to their regular salaries, an additional amount per hour for each wastewater certification they receive for level 3 and above. Water Service Maintenance workers shall receive an additional amount per hour for each Water Certification they receive for level "C" and above.

The amounts for each level are as follows:

2015 - \$0.51 per hour for each level

2016 - \$0.52 per hour for each level

2017 - \$0.54 per hour for each level

** Fire Battalion Chief's are entitled to additional holiday pay of \$3,300 per year. Newly promoted or newly hired employees in this position will be entitled to the appropriate pro-rated amount of holiday pay.

*** The Police Chief and the Public Works Director shall be paid a car allowance of \$450.00 per month.

Employees that receive certifications for additional training or qualifications may receive an annual stipend for such certifications as approved by the City Administrator. Such amounts will not exceed \$500 per year in total.

Employees that reach a milestone anniversary will receive an annual token award in a form and manner approved by the City Administrator.

PART-TIME AND TEMPORARY PERSONNEL

Permanent Part-time: Same hourly rate as full-time employee in same classification, except Part-Time Pay-Per-Read Meter Readers who shall be compensated on a per meter basis. The pay-per-read rate shall be as follows:

2015 - \$0.39 per meter read

2016 - \$0.40 per meter read

2017 - \$0.41 per meter read

Pay per-per-read Meter Readers shall be subject to all rules of the City's Personnel Manual, but shall not be eligible for fringe benefits other than the winter clothing and boot allowance provided to other Public Works employees.

The ESDA Coordinator:

2015 -2017 \$850.00 per month

Temporary: Shall be subject to current state and federal minimum wage standards or compensated in a greater amount by employment contract with the City.

CITY OF BATAVIA, ILLINOIS ORDINANCE 16-33

Table 2 - 2016 Pay Steps by Pay Grade

Pay Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G
1	\$35,326	\$37,271	\$39,319	\$41,482	\$43,764	\$46,171	\$48,710
2	\$36,916	\$38,948	\$41,089	\$43,349	\$45,734	\$48,249	\$50,902
3	\$38,578	\$40,700	\$42,938	\$45,300	\$47,791	\$50,419	\$53,192
4	\$40,314	\$42,531	\$44,870	\$47,337	\$49,941	\$52,688	\$55,585
5	\$42,128	\$44,444	\$46,889	\$49,468	\$52,189	\$55,060	\$58,088
6	\$44,024	\$46,445	\$48,999	\$51,694	\$54,538	\$57,537	\$60,702
7	\$46,005	\$48,536	\$51,205	\$54,020	\$56,992	\$60,126	\$63,434
8	\$48,074	\$50,720	\$53,509	\$56,452	\$59,557	\$62,833	\$66,287
9	\$50,238	\$53,002	\$55,916	\$58,992	\$62,237	\$65,659	\$69,271
10	\$52,500	\$55,387	\$58,432	\$61,648	\$65,038	\$68,614	\$72,389
11	\$54,862	\$57,878	\$61,062	\$64,421	\$67,964	\$71,701	\$75,645
12	\$57,329	\$60,483	\$63,811	\$67,320	\$71,023	\$74,927	\$79,049
13	\$59,910	\$63,206	\$66,681	\$70,349	\$74,217	\$78,301	\$82,606
14	\$62,606	\$66,051	\$69,682	\$73,514	\$77,557	\$81,824	\$86,324
15	\$65,423	\$69,021	\$72,817	\$76,823	\$81,048	\$85,506	\$90,209
16	\$68,367	\$72,128	\$76,094	\$80,279	\$84,695	\$89,354	\$94,267
17	\$71,444	\$75,373	\$79,519	\$83,892	\$88,507	\$93,374	\$98,509
18	\$74,658	\$78,765	\$83,097	\$87,667	\$92,489	\$97,576	\$102,943
19	\$78,019	\$82,310	\$86,837	\$91,612	\$96,651	\$101,967	\$107,576
20	\$81,531	\$86,014	\$90,745	\$95,735	\$101,001	\$106,555	\$112,417
21	\$85,198	\$89,884	\$94,827	\$100,044	\$105,545	\$111,349	\$117,474
22	\$89,032	\$93,929	\$99,095	\$104,545	\$110,295	\$116,361	\$122,760
23	\$93,038	\$98,156	\$103,555	\$109,250	\$115,259	\$121,597	\$128,284
24	\$97,226	\$102,573	\$108,214	\$114,166	\$120,446	\$127,070	\$134,059
25	\$101,601	\$107,188	\$113,085	\$119,304	\$125,865	\$132,787	\$140,091
26	\$106,174	\$112,010	\$118,172	\$124,671	\$131,529	\$138,763	\$146,395
27	\$110,952	\$117,051	\$123,490	\$130,282	\$137,448	\$145,008	\$152,983

CITY OF BATAVIA, ILLINOIS ORDINANCE 16-33

Table 2 - 2017 Pay Steps by Pay Grade

Pay Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G
1	\$36,386	\$38,389	\$40,498	\$42,726	\$45,077	\$47,556	\$50,171
2	\$38,023	\$40,116	\$42,322	\$44,649	\$47,106	\$49,696	\$52,429
3	\$39,735	\$41,921	\$44,226	\$46,659	\$49,225	\$51,932	\$54,788
4	\$41,523	\$43,807	\$46,216	\$48,757	\$51,440	\$54,268	\$57,253
5	\$43,392	\$45,777	\$48,296	\$50,952	\$53,754	\$56,712	\$59,831
6	\$45,345	\$47,838	\$50,469	\$53,245	\$56,174	\$59,264	\$62,523
7	\$47,385	\$49,992	\$52,742	\$55,641	\$58,702	\$61,930	\$65,337
8	\$49,517	\$52,242	\$55,115	\$58,146	\$61,343	\$64,718	\$68,276
9	\$51,745	\$54,592	\$57,594	\$60,761	\$64,104	\$67,629	\$71,349
10	\$54,075	\$57,048	\$60,186	\$63,497	\$66,989	\$70,673	\$74,561
11	\$56,507	\$59,614	\$62,894	\$66,354	\$70,003	\$73,852	\$77,914
12	\$59,049	\$62,298	\$65,725	\$69,339	\$73,154	\$77,175	\$81,420
13	\$61,707	\$65,102	\$68,681	\$72,459	\$76,444	\$80,650	\$85,085
14	\$64,484	\$68,032	\$71,772	\$75,720	\$79,884	\$84,278	\$88,913
15	\$67,386	\$71,091	\$75,001	\$79,127	\$83,480	\$88,071	\$92,915
16	\$70,418	\$74,291	\$78,376	\$82,688	\$87,236	\$92,034	\$97,095
17	\$73,587	\$77,635	\$81,904	\$86,409	\$91,162	\$96,176	\$101,464
18	\$76,898	\$81,128	\$85,590	\$90,297	\$95,263	\$100,503	\$106,032
19	\$80,360	\$84,779	\$89,442	\$94,361	\$99,551	\$105,026	\$110,803
20	\$83,977	\$88,594	\$93,467	\$98,607	\$104,031	\$109,752	\$115,789
21	\$87,754	\$92,581	\$97,672	\$103,045	\$108,711	\$114,690	\$120,998
22	\$91,703	\$96,747	\$102,068	\$107,681	\$113,603	\$119,852	\$126,443
23	\$95,829	\$101,100	\$106,661	\$112,528	\$118,717	\$125,245	\$132,133
24	\$100,143	\$105,650	\$111,461	\$117,591	\$124,059	\$130,882	\$138,080
25	\$104,649	\$110,404	\$116,478	\$122,883	\$129,641	\$136,771	\$144,294
26	\$109,359	\$115,371	\$121,717	\$128,412	\$135,475	\$142,926	\$150,787
27	\$114,280	\$120,562	\$127,195	\$134,190	\$141,571	\$149,358	\$157,572